Filing # 234003967 E-Filed 10/20/2025 11:20:06 AM

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA
CASE NO.: 2025-019608-CA-01

MARVIN DUNN(Pr),

Plaintiff(s),

vs.

MIAMI DADE COLLEGE, et al.,

Defendant(s).

_____/

LOCATION: Miami-Dade County Courthouse
73 West Flagler Street
Miami, Florida 33130

DATE: Tuesday, October 14, 2025

TIME: 4:59 p.m. - 7:20 p.m.

SPECIAL SET HEARING

The above-entitled cause came on for a hearing before the Honorable MAVEL RUIZ, Circuit Court Judge, reporter by Elsy M. Altuve, FPR, Stenographic Reporter, Notary Public in and for the State of Florida at Large.

THIS IS NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

APPEARANCES:

ON BEHALF OF THE PLAINTIFF(S):
RIVERO MESTRE
2525 Ponce De Leon Boulevard
Suite 1000
Coral Gables, Florida 33134
BY: Andres Rivero, Esquire
arivero@riveromestre.com

THE BRODSKY LAW FIRM
1805 Ponce De Leon Boulevard
Suite 610
Coral Gables, Florida 33134
BY: Richard E. Brodsky, Esquire
rbrodsky@thebrodskylawfirm.com

ON BEHALF OF THE DEFENDANT(S):
CONTINENTAL PLLC
247 Alcazar Avenue
Coral Gables, Florida 33134
BY: Jesus M. Suarez, Esquire
jsuarez@continentalpllc.com
BY: Carmen M. Manrara Cartaya, Esquire
ccartaya@continentalpllc.com

Also Present:
Jorge A. Mestre, Esquire, Rivero Mestre
Jennifer M. Hernandez, Esquire, Continental PLLC

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

* * * I N D E X * * *

WITNESS	PAGE
MARVIN DUNN	
Direct Examination by Mr. Brodsky	15
Cross Examination by Mr. Suarez	33
Redirect Examination by Mr. Brodsky	48
PLAINTIFF RESTS	50
MOTION	51
WITNESS	
JAVIER LEY-SOTO	
Direct Examination by Mr. Suarez	53
Cross Examination by Mr. Rivero	70
Redirect Examination by Mr. Suarez	91
DEFENSE RESTS	92
ARGUMENT	92
RULING	118

* * * E X H I B I T S * * *

PLAINTIFF'S	DESCRIPTION	PAGE
Number 1	Photocopy of driver's license	26
Number 2	Photocopy of voter's registration	28
Number 3	Photocopy of passport	29

DEFENDANT'S	DESCRIPTION	PAGE
A	Public notice posted on website	32
B	Miami Herald publication printout	32
C	Affidavit of publishing	32
D	Agenda for special board meeting	32

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

(Proceedings continued as follows:)

THE COURT: We are here in the interest of Marvin Dunn v. Miami-Dade College, et al.

On behalf of the plaintiff?

MR. RIVERO: Your Honor, good afternoon. Andres Rivero, together with Richard Brodsky for the plaintiff, Dr. Dunn. Also present is my partner, Jorge Mestre.

THE COURT: All right, Mr. Mestre.

MS. BERMUDEZ: Good morning, Judge. My name is Jennifer Bermudez, I'm a court reporter. And I see that there's a court reporter in the courtroom and she will probably hear things a lot better than I can.

THE COURT: Ms. Bermudez, can you give me one second? Let me just take the appearances of the attorneys and then --

MS. BERMUDEZ: Absolutely.

THE COURT: -- I'll address the issue with the court reporter.

MS. BERMUDEZ: Thank you.

THE COURT: On behalf of Miami-Dade County (sic?)

MS. CARTAYA: On behalf of Miami-Dade

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

County (sic,) Carmen Manrara Cartaya and Jesus Suarez from the Law Firm of Continental. I'm also here on behalf of all the defendants.

THE COURT: And Jesus?

MS. CARTAYA: Suarez.

MR. SUAREZ: Correct. The District Board of Trustees of Miami Dade College.

THE COURT: As well. All right.

MR. BRODSKY: May I make inquiry, if you don't mind?

Counsel said that she was representing Miami-Dade County.

MS. CARTAYA: It was a mistake. I'm not representing Miami-Dade County --

MR. BRODSKY: Okay. I just wanted to verify.

MS. CARTAYA: I'm representing Miami Dade College.

MR. BRODSKY: Thank you, your Honor.

MS. CARTAYA: Specifically Miami Dade College Board of Trustees.

THE COURT: Yes. And you and Mr. Suarez are cocounsel.

MS. CARTAYA: Correct. We're also here

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

with the general counsel of Miami Dade College, Javier Ley-Soto.

THE COURT: Good afternoon, Mr. Soto.

So there is a court reporter on Zoom.

Was Ms. Jennifer Bermudez hired so that she could perform the oath on Mr. Dunn, is that what the issue is?

MR. RIVERO: Judge, I believe it's just an error. I had asked my office to cancel the court reporter, I think we just have a duplicate appearance.

THE COURT: So is everyone in agreement Ms. Bermudez is free to go?

MR. BRODSKY: So long as there's somebody who has the authority of the State of Florida to swear Dr. Dunn in, that's the issue.

THE COURT: Ms. Altuve?

THE STENOGRAPHER: Usually the court clerks do it.

THE COURT: So we have our clerk and our clerk today is?

THE COURT CLERK: Shiggs, S-H-I-G-G-S.

THE COURT: All right.

MR. BRODSKY: Thank you.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: So, Mr. Brodsky, we have Ms. Altuve, our court reporter, certified court reporter.

What firm are you with?

THE STENOGRAPHER: Veritext, your Honor.

THE COURT: With Veritext.

We have Natasha Shiggs, S-H-I-G-G-S, from the Miami-Dade Clerk of Court.

Does that suffice?

MR. BRODSKY: Oh, yes. Thank you.

THE COURT: Ms. Bermudez, thank you so much.

MS. BERMUDEZ: Thank you, Judge. I appreciate it.

(Audio distortion.)

THE COURT: Yes.

MR. RIVERO: Your Honor, housecleaning, we filed a motion -- a notice of voluntary dismissal with prejudice of Miami Dade College. And we filed a motion to dismiss of -- a notice of voluntary dismissal of the individual defendants in the capacity as trustees.

However, through oversight, Mr. Suarez points out, we left off one of the named

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

individuals. First of all, on the record, I would ask leave to voluntarily dismiss -- we'll give notice --

THE COURT: That's granted.

Who is the person left out? I'm sure he or she was not happy.

MR. RIVERO: Juan Segovia, your Honor.

So just to be clear on the record, we dismiss with prejudice the college; and without prejudice, all the individuals in their capacity as trustees.

THE COURT: So who's left?

MR. RIVERO: The District Board of Trustees.

THE COURT: The District Board.

MS. CARTAYA: So to be clear, your Honor, the proper party that's left is the District Board of Trustees of Miami Dade College, Florida.

THE COURT: Okay. And some of the case law that you gave me, I guess was well-taken by the plaintiff. Right?

All right. So we have Marvin Dunn v. The District Board of Trustees.

I'll go to plaintiff first and then

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

defense.

All I want to know is, is that the extent of the housekeeping that we needed to do before we start the rest of the hearing?

MR. RIVERO: That's the only housekeeping matter that we have.

THE COURT: Okay. I'm very happy to see that you-all came to an agreement on dismissing the individuals, that's got to be very stressful.

So on behalf of the defense, is there anything else that we need to address?

MR. SUAREZ: No, your Honor.

We are aware -- I can do it now or when they call the witness -- we would like to record our objection to the testimony of Dr. Dunn being presented by Zoom.

THE COURT: It's my understanding that even probation violation hearings, especially during COVID, were held via Zoom, and so long as all of the participants, the parties are able to see and perceive one another, that it is okay. So we'll proceed in that manner.

MR. SUAREZ: May I record my objection,

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

your Honor?

THE COURT: Of course. I thought you had.

MR. SUAREZ: Oh, no. Under Rule of Judicial Administration 2.530(2)(a), a witness may be called to testify through electronic means, absent consent of all the parties, only upon a written motion by a party to present that testimony through communication technology setting forth good cause.

And, your Honor, we submit to the Court that there's no written motion pending before your Honor and that no good cause has been established.

THE COURT: Was there a written notice? I thought that there was.

MR. RIVERO: We did give written notice, your Honor, it was by email.

And, your Honor, we'll establish through testimony, further, that Dr. Dunn is presently in Europe on a preplanned prepaid vacation.

THE COURT: I would just ask that you follow up and that you make sure, as I

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

explained yesterday, the formal record of the Clerk of Court is through e-file.

If you file something through the courtMAP system, although it is visible to us, it is not -- it does not automatically get filed in the e-file portal. So it goes from e-file to courtMAP, but not from courtMAP to e-file.

So you emailed that notice directly to Mr. Suarez and Ms. Cartaya?

MR. RIVERO: To be clear, your Honor, what I was referring to was an email. If there's a requirement, we'll file a notice, specific notice. But the facts --

THE COURT: Or the email.

MR. RIVERO: Yes.

THE COURT: Because the email would have been prior to this morning, prior to today.

That's satisfactory for the Court. So long as you supplement the record with that.

What else, Mr. Suarez?

MR. SUAREZ: Your Honor, it's the plaintiff's burden. We --

THE COURT: No. I was just asking if there was anything else that we need to --

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. SUAREZ: No. Nothing else --
THE COURT: -- address prior to going forward. Okay.
Just to recap what happened yesterday, the Court did not grant the plaintiff's motion, reset it for today because there was insufficient evidence to establish standing.
So, plaintiff.
MR. RIVERO: Yes, your Honor. Mr. Brodsky is going to call Mr. Dunn by Zoom as a witness on that subject.
Your Honor, if I may add briefly.
Yesterday when I advised the Court, and I think it's been agreed to but I just want to make it clear on the record, that the violation -- a violation of the Sunshine Act, in and of itself, constitutes an irreparable public injury, that's by case law found at Silver Express and Sarasota Citizens v. Sarasota. I believe that's not at issue.
THE COURT: We'll save argument until after the presentation of evidence. Okay?
All right. Call your witness.
MR. BRODSKY: Marvin Dunn.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

He needs to be clicked in. He's there.
(Audio distortion.)
THE COURT: We have to figure out why there's an echo in here.
MR. BRODSKY: I think because of multiple people in the same location.
(Off the record discussion.)
THE COURT: I'm going to ask you to un-mute. I'm going to send you a message now that says "un-mute".
MR. BRODSKY: May I approach the screen?
THE COURT: (Indicates.)
MR. BRODSKY: Thank you.
THE COURT: Mr. Dunn, good afternoon.
THE WITNESS: Good afternoon, your Honor.
THE COURT: Well, I can hear you.
Can the parties hear?
MR. SUAREZ: Yes, we can.
THE COURT: Mr. Dunn, I'm going to ask you if you can hear your attorney, he's at the podium.
Mr. Brodsky.
MR. BRODSKY: Thank you.
THE WITNESS: Yes, your Honor. I can

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

hear him.

MR. BRODSKY: Good afternoon, Dr. Dunn. I would ask that he be sworn.

THE COURT: Were you able to hear that, Mr. Dunn?

THE WITNESS: Yes, your Honor.

THE COURT: I'm going to mute myself so that Ms. Shiggs can now administer the oath.

THE COURT CLERK: Raise your right hand.

Thereupon,

MARVIN DUNN,

having been first duly sworn, was examined and testified under oath as follows:

THE COURT: Hold on, please. Hold on.

THE WITNESS: I do.

THE COURT: Hold on, sir. I'm sorry.

(Audio distortion.)

THE COURT: Try that again, Ms. Shiggs.

THE COURT CLERK: It's not letting me on here.

THE COURT: Okay. I'm going to un-mute you.

THE COURT CLERK: Okay.

THE COURT: Go ahead, ma'am.

(Audio distortion.)

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: So, Ms. Shiggs, it's your microphone.

Can you come over here and use this microphone?

It appears to be Ms. Shiggs' microphone, so we'll do it this way.

Mr. Dunn, raise your right hand.

Thereupon,

MARVIN DUNN,

having been first duly sworn, was examined and testified under oath as follows:

THE WITNESS: I do.

THE COURT CLERK: You may put your hand down, sir.

THE COURT: Mr. Dunn, would you, please, tell us your full name and spell your full name for the record.

THE WITNESS: Marvin Dunn. M-A-R-V-I-N, D-U-N-N.

THE COURT: Go ahead, sir.

DIRECT EXAMINATION

BY MR. BRODSKY:

Q Where are you now, sir?

THE COURT: One second.

MR. SUAREZ: Your Honor, just another

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

procedural point. Under Rule of Judicial Administration 2.5302(2)(b)(2), if a witness is not located in the State of Florida, the witness must consent to be bound by an oath administered under the general laws of the State of Florida.

THE COURT: Mr. Dunn, do you consent to be bound by the laws of this State of Florida?

THE WITNESS: Yes, your Honor.

THE COURT: All right. You're under oath, sir, I don't need to remind you.

Feel free, Mr. Suarez or Ms. Cartaya, who's ever going to do the examination of Mr. Dunn, to move around, you don't have to ask for leave.

Go ahead, sir.

MR. BRODSKY: Thank you, your Honor.

BY MR. BRODSKY:

Q Where are you now, sir?

A Where am I now?

Q Yes, sir?

A I'm on a ship on the Rhine River in Germany.

Q You are connected via Zoom, you can

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

hear and see what's going on, correct?

A Yes, sir.

Q Do you have a permanent residence?

A Yes, sir.

Q Where is it?

A 8541 Southwest 181 Street, Palmetto Bay, Florida 33157.

Q And how long have you lived there?

A Since 2007.

Q And who owns that property?

A It's in my wife's name but we live there together. When we purchased the property we were not married, we got married since we purchased the property.

Q And how long have you been married?

A Since 2014.

Q You better get that right, sir.

A 2014.

Q I said you better get that right.

Where did you live before?

A I lived in South Miami before -- well, actually, we lived in a little house in Palmetto Bay before this present address. Before that, I lived with my son in South Miami for some years.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q Where were you born, sir?
A In Volusia County, Florida.
Q Volusia County.
And where did you grow up?
A Volusia County and in Miami, Florida since 1951 when my family moved to Miami.
Q Six-one or five-one?
A I'm sorry?
Q '61 or '51? I didn't get it.
A 1951, I was 11 years old.
Q So you were born in 1940, correct?
A That's correct.
Q Were you in the military, sir?
A Yes, I was.
Q What branch?
A United States Navy.
Q And when you served in the Navy, were you on active duty?
A Yes.
Q And did you live outside Florida?
A Yes.
Q And were you ever stationed in Florida?
A Yes. Mayport, Florida on an aircraft carrier.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q Do you have postsecondary education?
A Yes.
Q Where and when -- and did you get degrees?
A Yes.
Q Can you briefly say the states in which -- state or states in which you lived while you were pursuing your postsecondary education?
A Atlanta, Georgia. Knoxville, Tennessee. I think that's it.
Q And when did you finish -- when did you finish your postsecondary education?
A 1972.
Q And what was the highest degree that you were -- that you attained?
A A Ph.D.
Q And in what, sir?
A Psychology.
Q When you finished your education, did you move to a permanent location?
A Yes.
Q Where?
A Miami, Florida.
Q And have you lived continuously

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

since 1972 in Florida?

A That's correct, yes.

Q Are you now retired?

A Yes.

Q And for how long have you been retired, sir?

A Since 2006.

Q Did you have a -- were you employed before you retired?

A Yes, I was.

Q And where were you employed, sir?

A I'm sorry?

Q Where were you employed?

A At Florida International University.

Q In what position?

A FIU.

Q And what position did you have at FIU, position or positions?

A I had several positions there, including professor of psychology. I was chairman of the department at one time, and I was also assistant vice president at FIU at one time.

Q Do you presently have a personal bank account, sir?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A Yes.
Q Where, at what bank and at what branch?
A City National Bank at Palmetto Bay.
Q City National?
A City National Bank.
Q Is that Citibank?
A City National Bank.
Q That's another bank. Okay.
Oh. City National, I recognize the name.
And how long have you had an account at that bank roughly?
A Roughly three years.
Q Did you have an account at some other bank before then?
A Yes. Truist/SunTrust Bank some years prior.
Q Do you regularly attend either church or synagogue?
A Both.
Q Where?
A Temple Beth Or and Coral Gables Congregational Church.
Q Just to explain, Temple Beth Or, you

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

don't consider yourself Jewish but your wife is, is that correct, sir?

A That is correct.

Q Now, your trip, you're on a boat on the Rhine River in Germany, correct?

A That's correct, sir.

Q And how did you get to be there, are you on business, or personal, or what?

A How did I get to be here?

Q Yes, sir.

A My wife would have killed me if I didn't come on the trip.

Q I didn't hear what you said, sir.

A I said if I were not here, I would be killed by my wife. My wife felt very strongly about this trip, so I did not dare cancel it.

Q Is it fair to say that you guys made plans for this trip, and then this case occurred and you weren't able to attend here because you were joining your wife on this trip?

A That's correct. We prepaid the price for the trip several months ago.

MR. BRODSKY: Now, I have to admit that I don't quite know how to get exhibits

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

identified and shown because I'm not on Zoom myself, but I have exhibits that I have filed with the Court and provided to the other side.

THE COURT: What are they?

MR. BRODSKY: One is his driver's license, one is his passport. This is the cover and then there's the passport. And the third is his voter ID.

What I would like to do, if the Court would permit it, is go up to the screen --

THE COURT: I'll permit that.

MR. BRODSKY: -- and see whether he can see --

THE COURT: Try it.

MR. BRODSKY: -- and then I will offer them.

Is that okay?

THE COURT: That is.

MR. BRODSKY: Thank you.

BY MR. BRODSKY:

Q Dr. Dunn, can you see me?

A No.

MS. CARTAYA: The camera is before the Judge.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. BRODSKY: Can I ask the --
THE COURT: Come.
MR. BRODSKY: Can I ask the Court --
THE COURT: Come.
MR. BRODSKY: -- hand them to --
THE COURT: Let me have it.
MR. BRODSKY: Thank you very much. I have --
THE COURT: Are these filed anywhere?
MR. BRODSKY: Yes.
THE COURT: Were they emailed to the Court?
MR. BRODSKY: Yes. Yes.
I don't know how to --
THE COURT: Let me see.
Did you receive these documents?
MR. SUAREZ: We did.
THE COURT: Would you like to review them?
MR. SUAREZ: We received copies by email.
THE COURT: Let me try something here.
MR. BRODSKY: Hold on, Dr. Dunn.
THE WITNESS: Okay.
THE COURT: Nicole, did you send these

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

documents to me?

THE JUDICIAL ASSISTANT: Yes, I did.

THE COURT: You printed them, but did you email them to me? You did not email them to me? Can you email it to me, please?

In the meantime, Mr. Dunn, I'm going to hold something up and I'll be able to see whether it's clear. Actually, it's pretty clear.

Can you see it, sir?

THE WITNESS: Yes, your Honor.

THE COURT: Go ahead.

BY MR. BRODSKY:

Q What is that, sir?

A My driver's license.

Q Is it an accurate picture of the front side of the driver's license?

A Yes, it is.

Q Is it current, as far as you know?

A It is correct.

Q For how long have you been a licensed driver in the state of Florida?

A Oh. About 65 years.

Q Continuously?

A Yes.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. BRODSKY: I offer Exhibit 1 in evidence.
THE COURT: Defense?
MR. SUAREZ: No objection.
THE COURT: Admitted by stipulation.
THE COURT CLERK: Defense's (sic) Number 1 coming in evidence.
(Plaintiff Exhibit Number 1 marked for identification.)
MR. BRODSKY: Yes.
THE COURT: This is 1.
MR. BRODSKY: Second one is the voter ID, which I think is the third. Yeah.
THE COURT: Actually, there's a way for me to...
Give me a second.
Go ahead, sir.
Mr. Brodsky, go ahead.
MR. BRODSKY: Oh, okay.

BY MR. BRODSKY:

Q Dr. Dunn, can you see what her Honor is holding up to you?
A Yes.
Q Holding up in front of the camera?
MR. BRODSKY: And may I suggest, your

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Honor, if it's possible, if you could lift it so that he sees the whole thing because it's probably best seen that way.

BY MR. BRODSKY:

Q Can you identify that document, sir?

A Yes, that's my voter registration card.

Q And you're currently registered to vote in the state of Florida?

A Yes.

Q And for how long have you been registered as a voter in the state of Florida, sir?

A I'd say about 45 years. If not longer.

Q Has that been continuous?

A Yes. Well, I lived in Tennessee for three years when I was in graduate school, I don't think I registered to vote in that state.

Q You don't have to explain it, it's okay.

MR. BRODSKY: I would like to offer Exhibit 2 into evidence.

THE COURT: Defense?

MR. SUAREZ: No objection.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: Admitted by stipulation.

THE COURT CLERK: Plaintiff's Number 2 comes into evidence.

(Plaintiff Exhibit Number 2 admitted in evidence.)

THE COURT: Number 2 is the voter ID?

THE COURT CLERK: Yes.

MR. BRODSKY: Yes.

THE COURT: Go ahead.

MR. BRODSKY: Thank you.

And I would like to ask the Court to show him the last document.

BY MR. BRODSKY:

Q Can you see that, sir?

A Not yet.

Q Well, pretty soon.

A Yes.

MR. BRODSKY: And may I ask the Court to turn to the second page of that document?

Thank you. This is the first time in my career that a Judge --

THE COURT: Your assistant.

MR. BRODSKY: Yeah, the first time in my career I've had a Judge as a paralegal. I appreciate it.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: I appreciate the elevation.
BY MR. BRODSKY:
Q Can you see this document, sir?
A Yes.
Q And what is this document?
A My passport.
Q And is the first document the cover of the passport?
A Yes.
Q And is the second document that the Court is currently showing you the page that shows your identification, et cetera?
A Yes.
MR. BRODSKY: I offer this document in evidence as Number 3.
THE COURT: Mr. Suarez?
MR. SUAREZ: No objection.
THE COURT: Admitted by stipulation.
THE COURT CLERK: Plaintiff's Number 3 is coming into evidence.
(Plaintiff Number 3 admitted in evidence.)
THE COURT: The passport.
BY MR. BRODSKY:
Q Dr. Dunn, are you yet 85?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A Yes.

Q Congratulations. And I know that you're in good solid shape.

Do you have any intent to make your principal residence in any state, other than Florida?

A No, sir, I will die in Florida.

MR. BRODSKY: Your Honor, the defense has stated an intent to offer in evidence five documents that are the notice -- I think if I recall correctly, three or four versions of the notice are identical to the exhibit that we had in terms of text to what we had yesterday.

There's also an agenda and another exhibit all related to the docket -- to the notice or the meeting in question. And I would like to offer those documents in evidence.

And I'm not going to ask my witness about them because I don't think I need to. We have filed a memorandum stating -- with the Court -- I doubt that you've gotten it -- but it basically quotes in their opposition in which they admit that what --

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

they were very reluctant to admit yesterday was the notice, was the notice.

My offering the defense exhibits is to nail down the fact that there really isn't any issue in this case, other than -- because I believe I've shown, not only good cause to bring Dr. Dunn in by Zoom --

THE COURT: I'll tell you what --

MR. BRODSKY: -- but also I think I've --

THE COURT: --let's continue --

MR. BRODSKY: -- established he's a citizen.

THE COURT: Mr. Brodsky, let's continue his questioning --

MR. BRODSKY: Yes, of course.

THE COURT: -- give the defense an opportunity to ask him questions, then your redirect, and then if you have any other witnesses, I'd like you to present them, and we'll talk about the evidence that you wish to admit.

MR. BRODSKY: Okay.

THE COURT: Unless you want to agree now, Mr. Suarez, that those five documents

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

that you wish to introduce have been stipulated to apparently.

MR. SUAREZ: Your Honor, we have no problem if your Honor wants to take them into evidence. However, we do reserve our right to call our witness --

THE COURT: Of course.

MR. SUAREZ: -- and give the Court the proper evidence.

THE COURT: Absolutely --

MR. SUAREZ: Yeah.

THE COURT: -- you have the opportunity. You don't waive anything.

MR. BRODSKY: I appreciate it.

THE COURT: So those five documents will be admitted, they will be defense exhibits. So label them as defense exhibits, and they're admitted by stipulation.

(Defense Exhibit A, B, C, and D admitted in evidence.)

MR. SUAREZ: I have copies. We would have put them in through our witness, but we're happy to arrange for them to be marked and admitted.

THE COURT: Have you concluded your

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

direct?

MR. BRODSKY: I'm done with him for the time being, and I appreciate the time.

Thank you, your Honor.

THE COURT: Cross.

MR. SUAREZ: Thank you, your Honor.

CROSS EXAMINATION

BY MR. SUAREZ:

Q Good evening, Dr. Dunn. I am Jesus Suarez and I represent the District Board of Trustees of Miami Dade College.

Can you hear me?

A Yes, sir, I can.

Q Thank you.

Now, you've told CBS Miami in form or substance that you filed this lawsuit because you think your opinion should have been considered before the board met to discuss the conveyance of the land, correct?

MR. BRODSKY: Objection --

THE WITNESS: No --

MR. BRODSKY: -- beyond the scope of direct. This is an issue -- this hearing is to determine whether he's a citizen and that's what your Honor said. This is

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

something else and I object.

THE COURT: Overruled. I'm going to allow it.

Go ahead.

MR. BRODSKY: Thank you, your Honor.

BY MR. SUAREZ:

Q Is that correct, Dr. Dunn?

A That's not correct.

Q You didn't tell CBS that you think the public should be heard on the issues that come before the board?

A That is correct. That the public should be heard, not just me as an individual.

Q You're a concerned member of the public, correct?

A Yes, I am.

Q And would you have attended the board meeting on September 23rd if you had knowledge?

A Yes.

Q But you didn't look on the website to see if there was going to be a board meeting, right?

A No.

Q And you didn't look in the Miami

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Herald to see if there was going to be a board meeting, right?

A No.

Q And you haven't attended a Board of Trustees meeting of the Miami Dade College in at least two years, correct?

A That's correct.

MR. BRODSKY: May I state, if I might, my continuing objection to this --

THE COURT: Yes.

MR. BRODSKY: -- entire line?

THE COURT: Yes.

MR. BRODSKY: Thank you.

THE COURT: I'll give you some room but --

MR. SUAREZ: Very short.

BY MR. SUAREZ:

Q And you were aware of the fact that the college was going to transfer the land prior to September 23rd, is that correct?

A No.

Q You were aware that the District Board of Trustees was going to meet to consider a conveyance of that land before September 23rd, isn't that correct?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A Wait a second. That's not correct. No, I had no idea what was going on before that meeting. No one did, except the board members I assume.

Q So, Dr. Dunn, on September 22nd, you tweeted, This is my last warning, Donald. Don't make me come up there and kick your ass.

Was that a reference to the conveyance by Miami Dade College of the property to the State of Florida?

MR. BRODSKY: This is way off the course, your Honor, I object.

THE COURT: I'm going to give him some room and see where it goes.

MR. SUAREZ: Thank you, your Honor.

THE COURT: You promised it would be narrow.

THE WITNESS: There may have been many reasons that I may have threatened to kick President Trump's ass, that was just a factor. I was so mad about the land transfer.

BY MR. SUAREZ:

Q So you admit that it was a bona fide threat on the life of the president?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A Of course not.
Q Okay.
A Of course not. That's ridiculous, I resent that.
Q So you didn't --
A I respect the law.
Q -- tweet --
A I totally resent that.
How dare you suggest that of me?
Q You say, This is my last warning, Donald. Don't make me come up there and kick your ass.
If not about the land transfer that you had knowledge about because it was publicly reported in the press, what was that threat against the life of the president about?
MR. BRODSKY: Objection, this is beyond the scope, it's prejudicial --
THE COURT: I'm going to sustain --
MR. BRODSKY: -- and unfair.
THE COURT: I'm going to sustain, it's not relevant to the issue at hand.
MR. SUAREZ: Your Honor, the day before the board meeting, Mr. Dunn tweeted, This is my last warning, Donald. Don't make me have

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

to come up there and kick your ass.

He's testified that that was -- that he's talking about President Trump and he's testified that he was upset about a number of things, including potentially the conveyance of the land --

THE COURT: Mr. Suarez --

(Simultaneous speakers.)

MR. SUAREZ: Your Honor, please --

THE COURT: Mr. Suarez --

MR. SUAREZ: I'm sorry.

THE COURT: Mr. Suarez, this case is about whether or not there was reasonable notice pursuant to the Sunshine Act. This is not a criminal case, it's not a case about a threat, that's a separate matter. If it is or it isn't, that's beyond the scope of this Court's jurisdiction in this matter. Stick to this matter.

And, may I say, I've given you leeway but it's also irrelevant. It's also irrelevant whether Mr. Dunn -- well, let me rephrase.

What is relevant here is whether the notice was sufficient to inform the public.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. SUAREZ: Your Honor, respectfully, the Court may have to determine whether this was an action that was filed in bad faith.

And if the plaintiff, on the day before the board meeting is tweeting physical threats of violence against the president, that's something that I think is both relevant and extremely germane to this Court's consideration of the issues before it.

THE COURT: What I think is relevant is whether or not -- perhaps it may be relevant whether this plaintiff in particular knew what the meeting was about. Not whether he or anyone else threatened someone's life, that's irrelevant. That would be a criminal case, has nothing to do with this case so I'm drawing the line there.

Secondly, Mr. Brodsky, does the law require the Court to view whether Mr. Dunn's lawsuit was filed as to him alone, or does the law require the Court to review whether he is a representative of the public, whether the injury is to the public in general or both?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. BRODSKY: The injury is to the public, number one.

THE COURT: Where is it, what can I refer to that says that?

MR. BRODSKY: You can refer to our memorandum.

THE COURT: Is it 286.01 --

MR. BRODSKY: It's 286 --

THE COURT: -- Subsection 24 --

MR. BRODSKY: -- and Page 4 and case law. And I will tell you what they are.

THE COURT: Okay. You know, until I hear further argument, Mr. Suarez, that's what I believe. I believe that at least at this stage the plaintiff can be the representative of the general public protecting the public's interest, so let's stick to that. You made your point.

If you have any other questions of Mr. Dunn and his knowledge of what was going to happen at that board meeting, I'll allow it. But no more questions about threats which are irrelevant here.

MR. SUAREZ: So under 286.001(4), one of the things that the Court must consider is

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

whether the action was filed in bad faith.

Here, you have a litigant who clearly has a political agenda and it's right on the face of the complaint which was verified by Dr. Dunn. And as much as the plaintiff's counsel --

THE COURT: Are you saying that if someone files a lawsuit under the Sunshine Act, that if they have a political motivation that's bad faith?

MR. SUAREZ: No. I think it's bad faith if it's filed in connection with threats that were made against the president. I think it's bad faith for the complaint, for example, to state -- verified by Dr. Dunn and part of the record that the plaintiffs have tried to create here, that the speedy and uncritical transfer of the land to the state for nothing, without any serious deliberation, without any economic analysis, and on information and belief, solely because the governor, or the president, or both wanted the District Board to do so was a violation of the duty of care owed to the college by the board members.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

That is a document that Dr. Dunn verified and submitted to the Court. We think we're allowed to test the veracity of those statements.

THE COURT: Yeah.

A person can have an injury as a member of the public under the Sunshine Law, and have other feelings and beliefs and possibly make threats, which are irrelevant to the matter at hand. Those would be for another court on another day.

I will allow you, as mentioned before, to question Mr. Dunn regarding his knowledge. But it is -- I think you've gone -- I've allowed enough leeway regarding whatever you believe was a threat and allegedly a threat. Okay?

Go ahead.

MR. SUAREZ: Your Honor, it's his own words that I think he's --

THE COURT: Let me see if I can make it perfectly clear.

MR. SUAREZ: Okay.

THE COURT: There will be no more questioning regarding the threat.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. SUAREZ: Okay.

THE COURT: Thank you.

BY MR. SUAREZ:

Q Now, Dr. Dunn, when you filed the verified complaint in this action that states, The speedy and uncritical transfer of the land to the state for nothing, without any serious deliberation, without economic analysis, and on information and belief solely because the governor, or the president, or both wanted the District Board to do so, you had no basis in fact to make that statement, did you?

MR. BRODSKY: Objection, way outside the scope of the question of the reasonable notice.

If he wants to impeach Dr. Dunn at trial or at a hearing in which that issue is at issue, and that statement, I have no objection. But for today, it is a waste of the Court's time and way off the beam.

THE COURT: I think it comports with what the Court has instructed Mr. Suarez, which is what is relevant to Mr. Dunn's knowledge at the time.

Go ahead.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

You can answer, Mr. Dunn.

THE WITNESS: Can you restate the question, please?

BY MR. SUAREZ:

Q In your verified complaint, Dr. Dunn, you write that the speedy and uncritical transfer of the land to the state for nothing, without any serious deliberation, without any economic analysis, and on information and belief solely because the governor, or the president, or both wanted the District Board to do so was a violation of the duty of care owed to the college by the board members.

Now, what is your basis --

(Simultaneous speakers.)

THE WITNESS: Oh, you --

BY MR. SUAREZ:

Q You have no basis for --

(Simultaneous speakers.)

THE WITNESS: ...for the board --

BY MR. SUAREZ:

Q -- making that statement --

A -- millions of dollars worth of land --

Q -- do you, Dr. Dunn --

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A -- the public has a right to do that, a secret meeting that the purpose of the meeting hidden from the public --

Q Thank you --

A -- the public has a right --

Q -- Dr. Dunn --

A -- to know a million dollars worth of property belonging to the college is going to be given away for a different purpose.

Q You have no basis for stating that it was a secret meeting, Dr. Dunn, do you?

A Well, let me put it this way. The notice that was given was not adequate in my opinion and that's why I filed this lawsuit.

Q It couldn't have been a secret meeting if the Miami Herald was there, Dr. Dunn.

It couldn't have been a secret meeting if it was published in the Miami Herald, could it, Dr. Dunn?

MR. SUAREZ: No further questions.

THE COURT: You can answer, sir.

Would you like to answer?

THE WITNESS: Yes. I believe that the amount of time that the notice was published and made available in the Miami Herald was

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

not sufficient, was not provided -- was not provided in a way the public could have been aware of the purpose of the meeting.

And I also believe that if the public was aware that the meeting was going to involve the giving away of $67 million of public land for political purposes, I think the response to the meeting would have been greater than the active participation as was the case with four members of the board meeting with no public notice that we could have been there and responded to this giveaway of the land.

Also, I understand that some of the board members -- that they did not know what the land was -- what the transfer was all about, where the land was going to go. And I found that to be objectionable in representing the competence to have the public trust.

BY MR. SUAREZ:

Q So in your opinion, Dr. Dunn, the college shouldn't have conveyed the land to the State of Florida, correct?

MR. BRODSKY: Objection. Again, way --

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: Overruled.

Go ahead.

MR. BRODSKY: Thank you, your Honor.

THE WITNESS: I think that if the Board of Trustees of the college had met in session with adequate notice to the public, participation of the public on this item, I think that if they were going to give that land to a politician then so be it. But to do it without public input, I think was unconscionable and against the law.

BY MR. SUAREZ:

Q Now, Dr. Dunn, you agree it wasn't a secret meeting, right?

A I believe the meeting was not adequate for the public to participate, sir.

Q But you called it a secret meeting, you'd agree with me it wasn't a secret meeting if the Miami Herald was there, correct?

A That is correct.

MR. SUAREZ: Thank you.

THE COURT: Thank you.

Redirect.

MR. BRODSKY: Thank you, your Honor. Sorry for the delay.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

REDIRECT EXAMINATION

BY MR. BRODSKY:

Q Dr. Dunn, you were just questioned about your statement that it was a secret meeting, do you remember that testimony a couple of minutes ago?

A Yes.

Q What did you mean by "secret meeting" insofar as it relates to this particular meeting in question?

A I meant in particular that the fact of giving away public land in the amount of $67 million was not made known to the public as the announcement of the meeting was late. That information should have been included in the announcement.

Q Now, when you refer to 67 million, do you know what you're referring to there?

A I believe that is the estimate of the value of the property that I've seen published in public records.

Q Have you heard of the Property Appraiser's Office?

A Yes.

Q Do you have any reason to believe

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

that that's the listed value on the property appraiser's website for this particular 2.63 acres?

A I believe it's evaluated at a lot more than that, maybe at $199 million so.

Q Listen to my question.

Do you have reason to believe that that 67 million was related to what was said by the property appraiser to be the value as shown on the property appraiser's website?

A Yes, sir.

Q And is it, in fact, your understanding that's where you got the 67 million you just talked about?

A Yes, sir.

Q Do you --

MR. BRODSKY: Thank you very much, your Honor. That's all I have. Thank you.

THE COURT: Thank you, Mr. Brodsky.

I'm going to release Mr. Dunn, unless anyone requests that I ask him to say.

Plaintiff?

MR. RIVERO: We have no further questions for Dr. Dunn.

THE COURT: Defense?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

MR. SUAREZ: Nothing from Dr. Dunn.
THE COURT: Dr. Dunn, enjoy the Rhine.
THE WITNESS: Thank you, your Honor.
THE COURT: Take care.
Plaintiff, call your next witness.
MR. RIVERO: Your Honor, we have no further witnesses. There's just -- Mr. Brodsky's going to address --
Do you have any other exhibits, sir?
MR. BRODSKY: No.
THE COURT: So if there are no other witnesses, let me turn to the defense and ask whether you have any witnesses?
MR. SUAREZ: We do, your Honor.
THE COURT: Go ahead, call your first witness.
MR. BRODSKY: May I just inquire -- I think I forgot. Those defense exhibits were admitted --
THE COURT: Sure.
MR. BRODSKY: -- as defense exhibits.
Thank you, your Honor.
THE COURT CLERK: Your Honor, A through D.
THE COURT: Defense A through D.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT CLERK: Yes.

MR. SUAREZ: Your Honor --

THE COURT: Yes, sir.

MR. SUAREZ: -- in order to preserve our record I would like to ask the Court at this time, before we start presenting evidence, that both under the case of Orkin Extermination Company v. Tfank, 766 So. 2d 318; and the case of Holland M. Ware Charitable Found v. Tamez Pine Straw LLC, 343 So. 3d 1285, that the Court deny the motion for plaintiff's failure to meet its extraordinary burden to ask the Court for this drastic remedy that should sparingly be granted.

And that under the City of Miami Beach v. Kuoni Destination Management, 81 So. 3d 530, which is a Third DCA case from 2012, the plaintiff has failed to present any evidence concerning a substantial likelihood of success on the merits, the unavailability of an adequate remedy of law, that the threat and injury to the petitioner outweighs the possible harm to the respondent, or the granting of the temporary

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

injunction will not serve the public interest.

I would restate my objection that the argument of counsel -- very eloquent, Mr. Rivero -- I happen to disagree with him -- but is not evidence and the Court should not take it as evidence, and that the motion be denied for a want of sufficiency of evidence on the four factors that they bear the burden of establishing.

In addition to the posting of a bond and the adequate amount of that bond amount that they bear the burden of establishing, they haven't presented any evidence to meet that burden. For that reason alone, the Court should deny the motion for preliminary injunction.

THE COURT: I disagree. I think the plaintiff has presented sufficient, at least to continue the hearing.

Call your first witness.

MR. SUAREZ: Thank you, your Honor.

We call Mr. Javier Ley-Soto to the stand.

THE COURT: Mr. Soto (sic.)

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT CLERK: Can you, please, raise your right hand.

Thereupon,

JAVIER LEY-SOTO,

having been first duly sworn, was examined and testified under oath as follows:

THE WITNESS: I do.

THE COURT CLERK: You may be seated.

THE COURT: State your name, spell it for the record, please.

THE WITNESS: Javier Ley-Soto.

THE COURT: How do you spell it?

THE WITNESS: J-A-V-I-E-R; last name, L-E-Y-hyphen-S-O-T-O.

THE COURT: Thank you.

DIRECT EXAMINATION

BY MR. SUAREZ:

Q Mr. Ley-Soto, could you please state your business address for the record?

A 300 Northeast 2nd Avenue, Miami, Florida 33132.

Q What role, if any, do you have with Miami Dade College?

A I'm the general counsel for the college.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q And what are your responsibilities, by and large, as general counsel?

A As general counsel for Miami Dade College I oversee all legal operations for the entire institution on both litigation, transactional, and counseling matters.

Q And what role, if any, do you have in connection with the noticing of board meetings?

A My office and myself are responsible for collecting the information necessary for the publication of notices, ensuring that the college timely, reasonably notices meetings, and that they are posted in the appropriate mediums both in newspapers as well as on social media.

Q What background do you have to qualify yourself for this role?

A Well, I've been in position at Miami College for over nine years. And prior to my work with Miami Dade College, I was a regional general counsel at the Department of Children and Families on the general counsel side for approximately nine and a half years. And in both of these capacities, I've had extensive experience in both Sunshine meetings, as well as

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

public records.

Q How was the September 23rd, 2025 special meeting come to be?

A The Miami Dade College received a communication from the Executive Office of the Governor requesting a transfer of the property. And then the college made the decision to hold its meeting to complete the conveyance and schedule the special board meeting.

Q And how was the meeting noticed?

A The meeting was noticed by our standard means as we publish all meetings, including regular meetings and special board meetings as we have in the past, which includes creating of the notice, publishing it on the college's website, as well as in this case the Miami Herald which is the local newspaper that we used.

MR. SUAREZ: Your Honor, may I show the witness Defense Exhibit 2?

THE COURT: You may.

MR. SUAREZ: Thank you.

So I'm actually referring to Defense Exhibit A. So this has been admitted as Plaintiff's Exhibit A.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: It's admitted.
THE COURT CLERK: It's your exhibits.
MR. SUAREZ: These are our exhibits that we entered into evidence through stipulation.
MR. RIVERO: Judge, I understand that by stipulation, they were entered as defense exhibits which is fine.
THE COURT: Yes, that's correct.
THE COURT CLERK: Defense A.
MR. SUAREZ: So this should be Defense A?
THE COURT CLERK: Yeah.
MR. SUAREZ: Okay.
THE COURT: You get letters.

BY MR. SUAREZ:

Q Do you recognize this document, sir?
A Yes, I do.
Q What is this document?
A This is a copy of the public notice that was posted on the college's press release page describing the noticing of the September 23rd, 2025 special board meeting that was to be held at 8:00 a.m. at the address that's listed, 1780 West 49th Street, Hialeah,

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Florida 33012.

Q And what's the purpose of the college issuing this sort of notice?

A Sure. When the college has any -- when the college is seeking to have a meeting that was to be covered under the Sunshine, in this instance it was a meeting to be held by one or more trustees who are designated under Florida law only have communications amongst each other, we have to publicly notice those meetings in advance.

Q And how soon after receiving word that there would be a meeting, did this notice issue?

A This press release went out the same exact day.

Q And how did you go about publishing this press release or this notice in the Miami Herald?

A Sure. So this was issued in the evening, the following next morning I engaged in my normal practice which was reaching out then to the Miami Herald and getting the same exact information, submit it to the Miami Herald for their next publication which occurred the day

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

after I submitted it.

MR. SUAREZ: Your Honor, if I may show the witness Defense Exhibit C?

THE COURT: And C is?

THE WITNESS: The affidavit.

MR. SUAREZ: The affidavit publishing.

BY MR. SUAREZ:

Q Do you recognize that document, sir?

A Yes, I do.

Q What is this document?

A This is an affidavit of publication that comes from McClatchy which is the parent company for the Miami Herald. It is their standard affidavit that they would send to me whenever we submit a publication of a public notice and it confirms the information of the notice that we submitted to them.

MR. SUAREZ: And if I may show the witness Defense Exhibit B?

MR. RIVERO: I'm sorry. Was that B?

MR. SUAREZ: B as in boy.

MR. RIVERO: Gotcha.

BY MR. SUAREZ:

Q Do you recognize that document?

A Yes, I do.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q And what is this document?

A This is a printout of the Miami Herald's publication page for legal and public notices, and it reflects the same notice that has been on the prior two documents that you've showed me showing the meeting of September 23, 2025.

Q And how is the text for this document prepared?

A The text of the document, I submit it when I submit to the Miami Herald for publication. They then respond back with a verification of the document to ensure that it is correct and all the information, I approve. And they go through their machinations to put it on their website and to publish it into the print version as well as of the Miami Herald.

Q Why, if it at all, does it state, If person decides to appeal any decision made at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be heard?

A Sure. That is standard language that is included in all notices. It's a

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

requisite under Florida Statute 286.0105. And this information must be included in all public notices.

Q And how, if at all, is the special meeting notice from September 23, 2025 different than the notice issued for any other meeting of the board?

A For the most part it's nearly identical to all other public notices that the college engages in. Obviously, there's differences in the time/date/location with a little bit of description, as well as, obviously, been designated as a special board meting.

Q Why didn't the notice contain more specific detail concerning the business that would be brought before the board that day?

A Florida law does not require any type of information about the board meetings or even on a special board meeting. Nonetheless, the college decided to add this information into this meeting and --

MR. RIVERO: Judge, I'll state an objection to a legal conclusion, that subject would be for the Court to determine.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: Yeah. I mean, he's a lawyer, he can't not testify in any other way. But the Court's clear.

BY MR. SUAREZ:

Q Was an agenda published?

A Yes, an agenda was published.

MR. SUAREZ: And if may I show, your Honor, what's been previously marked as Defense Exhibit D, and ask the witness if he recognizes that document.

THE WITNESS: Yes, I recognize it.

BY MR. SUAREZ:

Q And what is that document, sir?

A This is a copy of the special board meeting agenda for September 23, 2025.

Q When was this agenda published?

A I believe it was published on September 22nd.

Q What obligation does the college have to publish an agenda?

A No obligation whatsoever.

Q How do you know that?

A It's in my experience in having handled both Sunshine meetings and public records for approximately over 18 years, there

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

is no requirement. The law is very clear -- in my opinion very clear that there is no requirement for agendas together with attorney general opinions.

MR. RIVERO: Same objection, your Honor, he stated his opinion.

THE COURT: So for the record, the Court understands that Mr. Ley-Soto is an attorney and he's a general counsel for the defendants.

And so he is testifying as to why he did or didn't do certain things. It's his opinion, but the Court does not, cannot take legal advice from a witness so.

MR. RIVERO: Judge, I just wanted to make sure it's clear, our position. He hasn't been offered as an expert.

THE COURT: Even if he was offered as an expert, the Court is precluded from taking legal advice from a witness. Thank you.

MR. RIVERO: Thank you, Judge.

THE COURT: That doesn't mean you can't testify.

BY MR. SUAREZ:

Q Why then, sir, is that agenda

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

published?

A The agenda is published as a courtesy, it's mechanism the college -- it's just a practice that it is engaged in for several years now to publish its agenda item with the meeting notices when available.

Q Is an agenda intended to be more or less descriptive than the meeting notice?

A The agenda will always be more descriptive than the public notice.

Q And how, if at all, is that agenda more specific than the notice?

A Sure. This agenda, one, has the cover of -- you know, that includes the members of the board, and the names of the administrators, and the agenda for the meeting. And, in particular, this one includes the action agenda item as well, which includes the intent of the board meeting and the matter that would be taken up at that meeting.

Q Who was present at the meeting?

A At that meeting was myself, the college president -- not to put myself before her -- but the college president, the Board of Trustees, myself, the chief of staff, the chief

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

operating officer, senior vice president -- that's one person just with three titles -- together with another member of the president staff. And there were two other members that were sitting in the public, including the reporter from the Miami Herald; there was staff members from the campus that were just providing technical support.

Q And how, if at all, was the general mix of people in attendance at the hearing -- at the meeting different than normal?

A Other than this being a special board meeting, meaning that there weren't the normal executive committee that would normally be present at a regular board meeting, and there was just less people because, generally, at a special -- at a regular board meeting there's people that are presenting. Our regular board meetings are handled in -- generally, have more -- have a lot more presentations, it's actually the bulk of what a normal board meeting entails.

Q Is that because there's more business before the board?

A Absolutely.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q What is the current status of the conveyance of the land approved by the Board of Trustees on September 23rd?

A Sorry. The current status on September 23rd?

Q No. What's the current status of the conveyance of the land?

A Sure. The current status of the conveyance of the land, the college is engaging in its regular practice, you know, when we're transacting a property.

Q Is the college doing anything different, in terms of conveying the land because of filing of this lawsuit?

A No.

Q How long will it take to complete the transfer?

A I couldn't tell you. There's a lot of things that have to be completed in advance, just like in any other real estate transaction. And so I -- you know, we have outside counsel that are engaged to assist us with that process and we're moving forward.

Q What training, if any, do members of the Board of Trustees receive on the Sunshine

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Law?

A When a trustee is appointed to the Board of Trustees, the college establishes an on-boarding session or multiple sessions at times, depending on their schedule, where we engage and explain to them different aspects of the college, including the Sunshine Law and public records.

That is a session that I provide to them and educate the trustees on the nuances of public records as well as particularly Sunshine, and the importance of not having communications amongst the other trustees except in the -- when it's within a publicly noticed Sunshine meeting.

Q And how does that restriction apply, if at all, to persons that are not members of the board?

A There is no restriction with regards to an individual trustee having any conversations with someone else that is not a member of the trustees in discussing college business.

Q How, if at all, will the college be harmed if there's an injunction entered in this case?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A The college would have to engage in additional fees and cost in defending further, and, if necessary, if decision made to take any type of appeals, they'd have to -- any delays that is a result of any injunction that would be entered, you know, we'd have to suffer those additional costs in the process of transaction -- the transactions to finalize the transfer.

Q Are you able to estimate those costs?

A It's hard to estimate, but I would have to allocate at least probably between 2 and $300,000.

And the reason being is because we'd have to -- everything would be on an expedited basis.

Q Was it a secret that folks were discussing this land as a possibility for transfer to the State of Florida for use as a Trump Presidential Library?

A It wasn't a secret to me. I do recall over the summer there were several articles and a lot of social media post that came out about rumblings that the property was being considered for the, you know, presidential

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

library.

And so it wasn't a surprise when the request came down, because that had been there. There had been, you know, a lot of media coverage over the summertime period about this.

Q Has Miami -- excuse me.

Has the District Board of Trustees of Miami Dade College, Florida been served in connection with this action?

A To my knowledge they have not, no.

MR. SUAREZ: Your Honor, may I confer with my colleague?

THE COURT: You may.

What was your last question?

MR. SUAREZ: Whether any of the defendants had been served, the remaining defendant.

THE COURT: Okay. Yes, go ahead and confer.

BY MR. SUAREZ:

Q Earlier, Mr. Ley-Soto, you said that in connection with the injunction you'd have to set aside some money to deal with the effects of any injunction, would that include attorney's fees?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A Absolutely.
Q Would that include attorney's fees for the real estate lawyers that are working on the transaction?
A Yes.
Q And how much would you estimate those attorney's fees could be?
A As, again, I said, you know, it'd be a ballpark figure as the litigation -- it depends on how quickly we have to respond, the timing, the extensive nature of briefing that could happen should an appeal have to be taken, and any further litigation that would have to go, and as I stated earlier, it would be between 2 and $300,000 potentially.
Q So let's separate the lawyers that are working on the real estate transaction.
A Sure.
Q What would be the budget that you would have to set aside if those lawyers all of a sudden have to deal with an injunction?
A As to those lawyers, you know, to have them -- they would -- their expenses, I think is going to be anywhere -- you know, probably about half of that amount because

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

they're engaging -- you know, it's twelve parcels, it's pretty extensive what they're looking at and reviewing. So I would say about half of their cost is what I'm estimating at.

Q And the balance would include costs, such as expedited transcripts, potential travel to the Supreme Court of Florida, or any other cost associated with an appellate process?

A Yes.

MR. SUAREZ: No further questions, your Honor.

THE COURT: Thank you.

Cross?

MR. RIVERO: Yes, your Honor.

CROSS EXAMINATION

BY MR. RIVERO:

Q Mr. Ley-Soto, let me ask you, I want to start with this last subject about the harm to the college, do you agree that the land we're talking about is assessed at about $60 million?

A I couldn't tell you, I haven't looked into the assessments.

Q So you have no knowledge that the land is assessed above -- at approximately $67 million?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A I have not personally engaged in any assessments of the property.
Q Would you agree with me that it's a very valuable piece of property?
A It would depend on how -- what person considers as valuable.
Q Okay. Money.
A In monetary?
Q (Indicates.)
A I would say it's worth a good amount of money, yes.
Q The purchase price, would you agree, was $24 million?
A I don't have the purchase price off the top of my head, I apologize.
Q Would you agree that if the property were gifted, whatever the value of the property is would no longer be available in dollars to the college?
A I'm not sure I follow your question.
Q Okay. Today the college owns the property, correct?
A That's correct.
Q If it was purchased at $24 million, it hasn't gone down in value, has it?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A I couldn't tell, I haven't done an assessment.

Q Do you believe that the property has gone down since 2004 when it was purchased?

A I haven't thought about it.

Q Are you aware that there are estimates that the value of this property at 2 to $360 million?

A I've heard a lot of numbers being thrown around. I don't know the specific of the numbers, it's just been a lot of them.

Q Whatever the value of the property is, will you agree with me that today --

(Brief interruption.)

BY MR. RIVERO:

Q -- will you agree with me today the college owns that value of property?

A That's correct.

Q And will you agree with me that after transfer, whenever you-all transfer title, the college will no longer own that value of property?

A Well, we wouldn't own the property. The value is, I think more subjective, in my opinion. The property is valued exactly what

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

someone is willing to pay for it.

Q No, no. I'm not debating the number.

I'm saying whatever that number is, after transfer, the college will have no land value for that property, correct?

A For that -- well, we wouldn't have the value of the property once we transfer, it's just like any other transfer of land.

Q Now, in terms of the -- what you identify as the cost the college of going forward in terms of if the Court were to enjoin the college, I understand you say that -- you point to continuing fees and costs on an expedited basis, correct?

A Correct.

Q But I understand you're saying that half of that is attributable to real estate lawyers?

A Correct. Is my -- yes.

Q But in a litigation -- are you talking about the real estate lawyers who are engaged in the work of trying to transfer the property?

A That's correct.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q But if there were an injunction, would you agree with me, those lawyers would no longer be engaged in that work?

A I don't know. I don't know what the -- I don't know what the Judge would order as part of her injunction.

Q So for the moment what I'm saying is, you tell the Court that there's an amount that it would cost the college and part of it is real estate lawyers.

But I'm trying to understand, if the Court stops the transfer of -- stops the transaction by stopping the transfer, are you saying there would still be work going on by the real estate lawyers to transfer the property?

A If the Judge were to enjoin the real estate workers -- my real estate counsels from engaging in any type of work, then they would not being going ongoing. However, with real estate transactions, there's a lot of times that everything -- that many documents are time sensitive or subject to certain conditions. So there's a likelihood, depending on how long their activity is enjoined for, we would have to engage and maybe possibly redo, get new titles

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

of opinions, get new surveys, get new things depending on what changes, depending on how long it's going to --

Q I get it.

A -- be enjoined for.

Q I just want to define.

You're saying when you assess that, you're saying if the Court granted an injunction and the injunction were later reversed, then there might have to be redo work or work in the future, is that what you're referring to?

A Well, it could happen, I think in two aspects. It's not only if the injunction were to be reversed, but also if at the conclusion of the injunction, you know, there's going to be some expiration of that injunction at some period of time whether by one way or another.

You know, taking this out, say the Judge were to enjoin this case, you know, the correction of this process would be of having a notice that is compliant with whatever the Judge determines, that injunction would terminate and then the -- and presuming the trustees move forward with the same transfer and the same

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

decision thereafter, all these things would have to be done again causing additional harm and cost to the college to complete the transaction.

Q Mr. Ley-Soto, you didn't discuss anther alternative to the college.

Would you agree with me the cost of the college of redoing the process and giving notice and having it a properly noticed meeting would be minimal?

A Well, you're presuming that it was improperly noticed. So I wouldn't agree with your premise in that respect.

But the cost of having to re-notice it, it would be the expenses that would be, you know, in posting the notice and moving forward.

Q I take it that's whatever the Miami Herald cost, whatever it costs in your time or whoever else prepares the notice, it would be minimal, would it not?

A I don't know. I don't know what the cost to the individual campus is to set up the meetings, I don't know the timing cost and efforts with regard to each of the trustees to the take time of form -- you know, they are working individuals, they have full-time jobs.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

I don't know whether or not having that additional meeting will cause the college president or any others that need to be in attendance at that meeting to have to change their schedules and have other expenses incurred because of their schedules.

Q Now, let me turn to the notice itself.

You'll agree with me the notice we're talking about has now been marked, you have it as Defense A.

A I don't have it before me right now.

THE COURT: I have all the exhibits again.

MR. RIVERO: Thank you, your Honor.

THE WITNESS: Thank you, your Honor.

BY MR. RIVERO:

Q Do you have it, Mr. Ley-Soto?

A Yes, give me one second.

You're referring to Defense Exhibit A?

Q Yeah.

A Okay. Yes.

Q Now, sir, you understand we're not challenging the timing of the notice?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A I have yet heard you make that argument, correct.

Q You understand we're not challenging the means of the notice?

A I'm not sure what you mean by "the means of the notice".

Q That you publish online through the Miami Herald, whatever means you use.

A I would agree that's what you stated here in court.

Q You understand we're not challenging that the notice states the time and location of the meeting?

A I've heard you say that.

Q Now, you did say that this is nearly identical to other notices, except for -- and I'm trying to quote -- "a little bit of description"?

A The description that was used in this one, correct.

Q Right. You testified that the difference was a little bit of description, right?

A Well, that's a portion of what I stated, what I testified to.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q With regard to the contents, can you tell the Court exactly what the little bit of description is, can you point to it?

A Sure. In the title of it, The notice of special board meeting of this Board of Trustees of Miami Dade College, not all my notice are to a special board meeting to begin with. Not all my notices are concerning a board meeting.

We have other investment advisory committee meetings, we also do notices concerning when the college engages in collective bargaining agreements, discussions with our -- with the faculty union. So just the title alone has a variety of variations that it could be written in, depending on what the notice is. Again, and the body will also --

Q Let me take it by parts, if you will.

Let's take the title, will you agree with me that the title has no reference at all, zero, to what the subject matter of the special board meeting of the District Board of Trustees is about, do you agree?

A Can you repeat that one more time?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q Will you agree that the title has no content about what the purpose of the meeting, what was going to be discussed at the meeting whatsoever?

A What was actually going to be discussed, no. But it's titled as a special board meeting.

Q Got it.

A Which is different than a regular board meeting.

Q Can you tell me about the little bit of description in the bottom?

A Sure. Again, similarly, as I stated as to the description, or, I said the title, there, you know, we would get into description of exactly what that type of meeting would be.

And I'll give an example as a recent notice that I posted was with -- concerns the college engaging in continuation of its collective bargaining sessions with the United Faculty of Miami Dade College. You know, so it's different parties, different entities. It changes on date, time, location.

And, obviously, the date gets changed of publication.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q I'm sorry. I'm not sure that -- my question was, as to this notice, can you tell the Court where the little bit of description were what was going to be discussed is located?

A Okay. That wasn't your original question.

Q No, that was my question but we misunderstood each other, it's fine. Let me restate it.

Would you agree with me that the little bit of description is that the District Board of Trustees will discuss potential real estate transactions, is that right?

A Well, what are you -- that is on the document, but that's not the little bit of...

Q Is that the only place -- will you agree with me, that's the only place in the notice that would tell any reader what the meeting -- what was to be discussed at the meeting?

A To clarify, that wasn't your initial question but to reanswer your question here that that provides note -- you know, it gives additional information to the notice of what the special board meeting would be about, yes.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q That's the only information that's given about what the meeting would be about, isn't that right?

A No. Because it's a special board meeting, that's what it's going to be about. It's a special board meeting, that's the essence of what the notice is. That's just additional information that's not required under the law, but it's added to the notice.

Q Yup.

Sir, you've given a number of opinions about the law.

Isn't is true that the law requires that reasonable notice be given engaged by the specific circumstances that are being addressed in the notice?

A Absolutely. Reasonable notice goes to -- I'm glad you brought this up.

Reasonable notice goes to the fact of notifying the public that members of a collegial body will be meeting to discuss public business. That's what reasonable notice goes into.

It is not -- reasonable notice under the law does not state that you need to describe

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

all of the things that you're going to be going into. Rather, Florida law as well as general attorney opinions are very clear about it, that you don't need to have those descriptions.

Rather there are some legislative provisions that will require additional language be included in notices, none of which are applicable here.

Q Would you agree with me, this is -- will you agree with me that there is nothing in this notice about what will be discussed at the meeting, except the statement "potential real estate transactions"?

A I will agree with you that's to somewhat of an extent.

I think in my opinion, you know, the fact that it's a special board meeting is going -- it's a designation to the public that this isn't a regular board meeting, so additional matters may be -- they'll be discussed in there.

Q Mr. Ley-Soto, who prepared the notice?

A I did.

Q You wrote this personally?

A Yes, I did.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Q When you wrote it, what information did you have about the purpose of the meeting with you?

MR. SUAREZ: Objection, relevance.

THE COURT: Overruled.

THE WITNESS: The information that I had was that it would -- that we were going to have a meeting to discuss a potential real estate transaction.

BY MR. RIVERO:

Q One, sir? One real estate transaction?

A What do you mean -- no. It wouldn't be one real estate transaction, there's twelve parcels. It would be twelve different transactions.

Q Sir, you just said one -- a real estate transaction.

Is it one real estate transaction or is it multiple real estate transactions?

A It would be multiple real estate transactions.

Q Okay?

A My apologies for misstating that.

Q Did you know that -- I take it that

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

you knew at the time you wrote this, that it was about a gift of twelve parcels located around the Freedom Tower right over here in downtown Miami --

MR. SUAREZ: Objection --

BY MR. RIVERO:

Q -- is that right?

MR. SUAREZ: -- your Honor.

They've characterized it as a gift. There's no evidence that it's a gift, it was a decision. It was a policy decision made by the Board of Trustees that plaintiff seems to disagree with.

THE COURT: Overruled.

THE WITNESS: I would never say that this was a gift, this is a conveyance of real estate transaction.

BY MR. RIVERO:

Q Sir, I'll leave that aside.

Did you know -- when you wrote the notice, did you know that this related to the transfer of the lots around the Freedom Tower to the state with no monetary compensation coming back to the college?

MR. SUAREZ: Objection, your Honor.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Same objection, it's --

THE COURT: Overruled.

MR. SUAREZ: -- it's a policy decision by the board.

THE COURT: Overruled.

THE WITNESS: When I drafted this notice, I knew it concerned those parcels of property that were around that area and that it would be a conveyance to the State of Florida.

BY MR. RIVERO:

Q But did you know at that time that there was no return value contemplated?

A I would not know -- I wouldn't know that, that's not something that I would have engaged in at that time to understand.

Q So you didn't know if there was going to be a value coming back?

A I did not know.

Q Now, did you know at the time you wrote this that it would involve the transfer of the property to the Internal Improvement Trust Fund under the State of Florida?

MR. SUAREZ: Objection.

Your Honor, none of this goes to the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

reasonableness of the notice. His personal knowledge --

THE COURT: I gave you a lot of leeway.

MR. SUAREZ: -- to do with the reasonable --

THE COURT: Overruled.

You can answer.

THE WITNESS: I believe at the time that when I drafted this notice, I think I had an understanding. I didn't know exactly what division of the state it would be transferred to. It might have been -- I might have known -- I can't tell you exactly what I knew at the moment that I was drafting this.

BY MR. RIVERO:

Q You said that your responsibility included collecting the information for notices, is that right?

A Well, collecting the information to be able to put -- to publish the notice, yes.

Q Right. And I take it that that would also involve collecting information about what the purpose of the meeting was, is that right?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A No, it is not.
Q So you don't have a responsibility to collect the information for the purpose of the meeting --
A No --
Q -- is that what you're saying?
A -- because that's not part and parcel of the public notice requirements.
Q Well, if I understand correctly, this notice was published as a result of a communication from the executive office of the governor on September 16th, 2025, correct?
A I believe so. From my recollection, yes.
Q Were you involved in the conversation with the executive office of the governor?
A I was not.
Q Who provided the information to you about the purpose of the meeting, if any?
MR. SUAREZ: Objection, your Honor, to the extent it's covered by the attorney-client privilege.
BY MR. RIVERO:
Q Mr. Ley-Soto, I'm not asking you

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

about any legal advice or about any discussion about potential litigation --

THE COURT: You asked who?

MR. RIVERO: Judge, I just asked...

THE COURT: Overruled.

You can answer.

THE WITNESS: I was informed by the college president.

BY MR. RIVERO:

Q Sir, if I understand, and I don't want to mischaracterize your testimony --

THE COURT: How much longer do you have?

MR. RIVERO: About three more questions, Judge.

THE COURT: Continue.

BY MR. RIVERO:

Q I understand that you stated that -- you described another notice, if I understand, where the purpose of the meeting was described as collective bargaining with a particular entity, perhaps a union, is that right?

A That's correct.

Q So is that the kind of standard notice that the college would give for a meeting?

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

A It's a type of notice, yes, that's very similar to this one.

MR. RIVERO: If I have one moment, your Honor, to consult with cocounsel.

THE COURT: (Indicates.)

BY MR. RIVERO:

Q Are you now aware as of today that under the proposed transaction no money would be coming back to Miami Dade College?

A I'm not aware of that.

Q So even as you sit here today, you believe there could be a payment back to the college?

A Well, I think there could be -- there's a lot of ways that the college can be compensated and I don't know what that could be, that's outside of my purview.

Q Let me ask it a different way. I'm sorry.

MR. RIVERO: Judge, this is my last topic.

BY MR. RIVERO:

Q Do you know, as of now, can you tell the Court now that you know there would be a monetary payment back to the college as a result

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

of this transaction?

A I don't have information to that extent.

MR. RIVERO: Thank you.

THE COURT: Redirect.

REDIRECT EXAMINATION

BY MR. SUAREZ:

Q Mr. Ley-Soto, regardless of whatever knowledge you had concerning the purpose of the board meeting, why did you choose to include the verbiage "will discuss potential real estate transactions"?

A Sure. That additional language is added -- it's somewhat of a standard language that we will be included in other real estate transaction public notices. The intention is to just give additional notice, especially considering this is a special board meeting. And this one, unlike the other ones, included the language that it will discuss potential real estate transactions.

Q And did the board, in fact, consider a real estate transaction?

A Yes, the board did consider that.

MR. SUAREZ: No further questions.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: You can have a seat.

THE WITNESS: Thank you very much, your Honor.

THE COURT: Call your next witness.

MR. SUAREZ: Your Honor, we have no additional witnesses.

THE COURT: Okay. Argument.

The burden is on you.

MR. RIVERO: Yes, it is, your Honor.

THE COURT: What is the burden?

MR. RIVERO: It is to establish a substantial likelihood of success on the merits, irreparable injury, and a balancing of the injury to the party and the interest we represent versus the contrary interest.

If I can start with the second and third, your Honor. The law establishes that a violation of the Sunshine Law is an irreparable injury to the public, and that is stated in both -- and it's admitted by the defense.

It's stated in the cases that I had mentioned when I jumped the gun, your Honor, on citing case law to the Court.

And that would be Silver Express, your

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Honor, and I can give the exact citation.

THE COURT: So you're saying that that would satisfy the fact that this is a Sunshine -- an alleged Sunshine Law violation would satisfy Section 3, the unavailability of inadequate remedy of law?

MR. RIVERO: Yes. And also the irreparable injury, your Honor.

So let me read to you, if I may, from -- this is actually Town of Palm Beach v. Gradison, 296 So. 2d 473:

Mere showing that the government and the Sunshine Law has been violated constitutes an irreparable public injury, so the ordinance is void ab initio.

THE COURT: Okay.

MR. RIVERO: And, Judge, that addresses both adequate remedy at law and the balancing, because the injury to the public, the only thing that's been pointed to by the college, which is a public entity, on it's side is an amorphous amount of fees.

Which, Judge, the litigation cost would be driven by the tactical decisions of the college. The college could decide to take a

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

remedial action and do a proper notice, and the cost would be very minimal.

If they took the tactical decision to do expedited litigation, which apparently is what they intend, that would be their decision. And even then, on the 2 to $300,000 estimated by Mr. Ley-Soto, half of that is supposed to be attributable to real estate lawyers in the event that at the end of the day the result were the other way.

This all goes to the basic point, Judge, which is there's no -- that balance, the balance between the irreparable injury from the Sunshine violation as to failing to give notice for property that we submitted in the complaint, verified evidence, is assessed at $67 million. And has appraised estimates of 200 to $260 million.

THE COURT: (Indicates.)

MR. RIVERO: Yes, Judge.

THE COURT: What evidence in the record is there of that?

MR. RIVERO: Judge, it's in the complaint which is a verified complaint, and, therefore, that is evidence.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: I'm mean, that's hearsay. Just like the articles are hearsay, I can't rely on that.

I don't know that I need to rely on the value. I mean, this could be -- I don't know.

MR. RIVERO: You're right, Judge. You're right.

But the violation -- because the truth is the law says the violation, in and of itself, regardless of the underlying matter.

But, Judge, we have submitted verified -- a verified complaint. In this setting, I think, can be considered by the Court, but I will leave that to the Court.

THE COURT: The Court is -- I love that the attachments to the complaint -- and I don't see that the Court can rely on any of them because they're articles and statements by other people, out-of-court statements that constitute hearsay.

MR. RIVERO: Judge, in that event --

THE COURT: And the property appraiser's document is not authenticated so.

MR. RIVERO: Your Honor, that, I would

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

ask the Court to take judicial notice. So that's a public record document that the Court -- and we've made a motion for the Court taking judicial notice --

THE COURT: Judicial notice of that.

MR. RIVERO: Yeah. But, Judge, regardless, I think -- I take the Court's point, and so I want to make sure to emphasize this secondary point.

The law is, the violation, in and of itself, is irreparable injury. I was trying to emphasize the balance for the balancing purposes.

Nonetheless, irreparable injury, whatever that is, Judge, versus either an absolute minimal cost to correct or a tactical cost --

THE COURT: I understand.

MR. RIVERO: -- to litigate.

Now, likelihood success on the merits, Judge.

THE COURT: Mr. Rivero, let me ask you this.

MR. RIVERO: Yes, Judge.

THE COURT: Why is it that notice is

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

insufficient? Potential real estate transactions, especially in the light of the fact that Mr. Soto testified that this is very routine, this is a very routine type of disclosure for them.

MR. RIVERO: Judge, Mr. Soto made a telling statement. He described one notice to the Court, other than this one. So on the testimony before the Court on this matter, he identified one other notice.

And in that notice, even in just that limited testimony, he said that the notice given was -- this is the example of how they were routinely given --

THE COURT: The collective bargaining --

MR. RIVERO: -- with a --

THE COURT: -- notice --

MR. RIVERO: -- with a specific --

THE COURT: -- you're talking about?

MR. RIVERO: -- entity.

And if we compare, your Honor, that notice, we're going to have a special meeting -- I'm not sure if that was a special meeting or a general meeting -- in order to discuss a collective bargaining

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

agreement with a union. That is leagues ahead of the kind of notice we have here.

Here, there's -- and the failure of notice, your Honor, and the case law, which I will cite to you, I want to make sure, says it has to be reasonable under the circumstances. It doesn't identify any of the lots. And we don't think -- I don't think the legal description would be required.

I think that an ordinary description would be much more effective, The lots next to the Freedom Tower. It doesn't say anything out of what Mr. Suarez, yesterday, eloquently in his argument conceded was more than, I believe he said it was 5, maybe 600, matter of record what the defendants said, acres of property owned by the college. They didn't identify anything, they said real estate transactions.

Now, the other thing, Judge, is it fails to say, not only what real estate we're talking about, what kind of transaction we're talking about, but it fails to say that as of now they can't identify any

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

monetary compensation.

This is a legal matter, Judge. I looked at the legal dictionary on the meaning of transaction. Transaction is a commercial term that means to exchange, to exchange something.

There is zero evidence on this record, and, in fact, the evidence that is alleged is that there is nothing else on the other side, which turns this into, not a transaction --

THE COURT: What do you mean there's nothing else on the other side?

MR. RIVERO: The college -- there's no evidence that the college is to receive anything back. In fact, the agenda says that it's a grant and doesn't identify -- the only thing it says is not a returned amount of money. The only consideration is that within five years -- I don't even believe --

I'm sorry, Judge, that's not in the -- the college transfer is not identified at all, that's later in the cite states.

Nothing is identified on this record as

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

anything coming back to the college.

And, Judge, that's not a transaction, that's a gift. So I would argue to the Court, number one, there is no specificity -- if it were a transaction for a real estate transaction, there is no specificity whatsoever about the real estate, there is no specificity -- and I'm not talking about the requirement specificity they're arguing, I'm talking about the reasonable notice. There's no notice -- let me say it that way -- whatsoever about what real estate, there's no notice about the nature of the transaction.

THE COURT: So there's no notice about -- one, two, three -- twelve parcels. Okay.

MR. RIVERO: And at the end, Judge, that failure to advise, in these circumstances, for a property that is -- I think the Court can take notice and can know it's just matters that are not contested.

That land on Biscayne Boulevard right around the Freedom Tower is extraordinarily important both historically and

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

economically, and that changes the circumstance which under -- and this is a key because I don't want this misstated, they're going to talk about specificity -- that under Transparency For Florida, under -- which I can give the Court a copy of -- and under Parris, and under a third case which I'll find the cite for, your Honor --

THE COURT: Sapp?

MR. RIVERO: Sapp is a case that I think gives a negative lesson why this is an absence of notice.

But under the cases that are in our papers, Judge, that reasonable notice is required under the circumstances, they simply didn't give reasonable notice.

Judge, Sapp, as you'll remember, very briefly, is a case where the Court approved a notice, because much like Mr. Ley-Soto's description of a notice that told the public that there would be a collective bargaining agreement discussed in relation to a specific entity, in Sapp or Sapp, whatever the name of the case was, it said that the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

city manager's contract would be under discussion. And the Court said, If you put the city manager's contract, you know who and you know it's got to be a termination, an extension, a modification. Now, the public is advised, Okay, that's what it's about.

Here, there was no one who was not in on this deal could know that this was about that property, your Honor, and that's unreasonable under these circumstances.

THE COURT: All right. Thank you.

MR. RIVERO: Judge, as a last matter, I know that -- I know this is -- first of all, can we have just a moment, Judge?

I hope to see you sometime not on a holiday and not after hours. And I know that you've made a lot of time, and I appreciate your attention.

It is a matter of great public importance, your Honor.

If I have a moment of personal privilege. My family, like many families, went through that Freedom Tower. This property and this location is extremely

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

important to this community, it's not just any piece of real estate. And I think under these circumstances, the public should have had a chance to express its views on this gift.

Thank you, your Honor.

THE COURT: All right. Thank you.

Mr. Suarez.

MR. SUAREZ: Your Honor, my partner, Ms. Cartaya, is going to give you the case law and why notice was reasonable. But I just wanted a brief opportunity to respond to what Mr. Rivero said.

I, as well, have the privilege of being the son of Cuban exiles and understand the momentousness of the land next to that -- next to that very important place for our community.

But there's a problem, and that's why notice was reasonable. That Board of Trustees, their obligation was to notice a meeting. They were going to talk about real estate transactions. Because they have to give notice under the Sunshine Law when one member of that board is going to talk to

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

another member of that board.

And they could have gotten in that room and they could have decided, Hey, maybe this, maybe that, maybe not this, maybe not that. Which is why the law doesn't require that there be any specificity in the notice.

And the reason that it proves a point, your Honor, is because we're having a discussion on what a transaction is.

What's a transaction? I heard a lot of argument from counsel about this land being gifted. But there's only one body that has the legal right to make a decision as to whether it's a wise policy decision. And he views there being no monetary consideration that he knows of as making it an unwise decision that should subject it to public scrutiny.

But these trustees, whatever their reasoning was, could have seen the arcade of value to Miami Dade College of having the presidential library of the 45th and 47th president of the United States. Who yesterday signed an incredible peace treaty in the middle east that talks about freedom

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

and talks about democracy in such a hallowed place next to our Freedom Tower.

They may disagree, but the only ones that had that right to make that policy decision were the Board of Trustees that were appointed by the governor of the State of Florida, confirmed by senate, elected by our representatives.

That's why, in response to the argument that you just heard, there is no requirement under Florida law that there be specificity on notice. Because those trustees can come into that room and talk to each other about whatever they wish. In this particular case -- and whatever potential real estate transactions they wish.

In this particular case they were presented with a project and they said, You know what? We agree. To them it was obvious, maybe not to others.

But before I turn the podium over to Ms. Cartaya, when we were reviewing and preparing for the argument today, a kind of lighthearted analysis or analogy was presented to me by one of my colleagues.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

She said, You know, we're going on facts and we're going on law, and there's a lot of case law that supports the college's decision, and it's not our burden.

It's not our burden. The plaintiff is asking your Honor, candidly, to go on what's referred to as vibes. There's vibes. They don't like it, it was a big deal, they didn't know about it. They said they didn't know about it.

The law, there's not a single court that's made the decision that they're asking your Honor to make and Ms. Cartaya will tell you why.

MS. CARTAYA: Your Honor, I want to go back to what the law requires. And I think it's very notable that the two cases that counsel brought up were Transparency for Florida and Parris, which are very distinguishable, having nothing to do with the adequacy and sufficiency of the notice.

What is required by the law is the time, place, location of the meeting and that the meeting is timely posted, meaning, Do people have -- are you going to post the notice an

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

hour before the meeting? Most courts say that's not sufficient time. Right? And that's not timely.

What you heard testimony about today was that Miami Dade College posted a notice seven days before the special meeting.

What does the law require? Twenty-four to seventy-two hours notice for a special meeting.

I want to go over the Sapp case. I think it was very telling that plaintiff's counsel did not talk about the Sapp case. The Sapp case is -- and I don't know if you have your binder in front of you, but it's Tab 24.

And that case is very helpful here, your Honor, because it specifically talks about the sufficiency of the content of the notice. Plaintiff has said that everything else about the notice is sufficient. What their honing in on is whether the words describing what the meeting was had enough detail, was specific enough. And what this -- if you turn to Page 5 of 9 of the copy in front of you, it talks about the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

sufficiency of content of the notice. Okay?

The notice for that hearing, that particular case, was three words, "city manager's contract". And in the Sapp case the Court found that that notice containing three words was more than reasonable. It goes on to say in this Page 5 of 9, The notice also provided the public with the timing and virtual location of the special meeting. That's what we have here.

If you turn to the next page.

It relies on the Hough v. Stembridge case, 278 So. 2d 288. There it says, The Sunshine Law does not contemplate the necessity for each item to be placed on an agenda before it can be considered by a publicly noticed meeting of a governmental body.

An agenda, as the plaintiff has admitted in his own complaint, is not required under the Sunshine Law. So that's saying, even an agenda -- agenda is not required, nor the necessity for each item to be placed on the notice.

It goes on to say, "Reasonable notice

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

need not be specific."

There's case law from -- there's case law that says specifically that reasonable notice need not be specific and that courts have deemed several less-than-specific notices reasonable.

There's another case in support of our position. It's called Law and Information Services v. Riviera Beach, and in that instance it's a Fourth DCA saying that there's no requirement in the Sunshine Law that specific matters to be addressed by a public body be listed in advance of the meeting on an agenda.

In that case, in the Law and Information Services case, your Honor, they mentioned that they were going to vote -- they mentioned that -- the notice said this, that they would announce in a meeting who the top five candidates were for city manager between April 20th and April 26th of 1994.

What did they do at that meeting on April 20th? They hired the city manager. So they did the opposite of what they said they were going to do and the Fourth DCA

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

still said notice was reasonable, that was sufficient. And that's because what the baseline requirements of the Sunshine Law say is that it needs to have the time, the location, the place, and the notice has to be timely. General subject matter to be considered is sufficient.

That's what we have here, your Honor. We have the Sapp v. City of Quincy case, we have the Law and Information v. Riviera Beach case. And I want to take you to the Hough v. Stembridge case because there's also controlling case law that's very relevant here. That's in Tab 8 of your binder.

There, it's important to note the distinction between an agenda, which we do have in this case even though it's not required. And we find on Page 3 that it says:

The agenda plus the orderly conduct of business to be taken at a notice of public notice meeting as provided for, in this case, a city charter ordinance. Goes on to say that, Although the drawing of an agenda

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

as a matter related to a notice public meeting, it is essential for the mechanics and the procedures.

Furthermore, the necessity of items to appear on an agenda before they could be heard at a meeting or for close easy access to such meeting to members of the general public. Therefore, that part of the summary judgment which refers to the necessity of the agenda under the Sunshine Law is erroneous.

I want to take you to the Parris case, your Honor, that plaintiff's counsel brought up. The Parris case is an interesting case, because it's dealing with a notice in the heat of the pandemic on April 2020.

There was a declaration by that city that allowed cancelations of meetings on an urgency basis because of the pandemic and not being allowed to accommodate the public and avoid spreading the disease of COVID -- virus of COVID.

In that case there was a notice meeting. At the last minute, the meeting was canceled and a cancelation meeting was noticed

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

because they were worried about how they would be able to accommodate for COVID restrictions and also accommodate being open to the public so that the public could attend the meeting.

A commissioner, nonetheless, even though it was canceled, attended the meeting, and went and he opened lock doors, held a megaphone and held a meeting and had other two commissioners come in with him. Notwithstanding that there was a canceled meeting, they held meeting.

Later there was an investigation by the State Attorney's Office to determine Sunshine violations. They found Sunshine violations, then they found perjury, and then they found that --

THE COURT: That was Parris, right?

MS. CARTAYA: Yes. This is Parris and the Third DCA, and I can --

THE COURT: I have it.

MS. CARTAYA: That case has nothing to do of the sufficiency of the contents of the notice. It has nothing to do with anything that we have here.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

What we have here -- and I want to bring up the agenda, your Honor, which is Exhibit D that you have there.

I think the agenda is important because they're talking a lot about they didn't know what was going to happen at the meeting, it's of great public importance.

Even though an agenda is not required and the plaintiff's complaint admits it, the agenda says, Authorization to convey property to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. That provides even more information than was previously provided from the baseline notice that's required.

THE COURT: Does the agenda satisfy the Sunshine Law's reasonable notice requirement?

MS. CARTAYA: Independently?

THE COURT: Yeah. If there was no notice, no other notice, but there was an agenda published, would that be sufficient?

MS. CARTAYA: Yes, your Honor, because this is a special meeting and a special meeting, case law allows even shorter time

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

periods to be published. This agenda, as it -- the exhibit before you, says the address, says the location, says the date, and it adds additional information as to what's going to be discussed.

Your Honor, plaintiff's haven't given you any authority, any law, or any case that says that more notice is needed than what we included. That more description is needed than what we included.

We have cases that are directly on point on this issue, which says specificity is not required. Plaintiff is asking for specificity, he's asking for requirements that are perhaps contained in an agenda to be back-doored into a notice.

An agenda is not required? And the reason it's not required is because specificity is not required. If the law wanted specificity, they would have required an agenda. And that's not what we have here.

Plaintiff admits that an agenda is not required. An agenda is not required because specificity is not required and that's

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

exactly what the plaintiffs are asking for, something that the law does not allow.

I'm asking your Honor to apply the law today, apply the authority before you, and deny plaintiff's motion.

THE COURT: Thank you, Ms. Cartaya.

Brief one-minute rebuttal.

MR. RIVERO: Judge, on the agenda question, there is no evidence on record that would support that as meeting the 24-hour requirement for a special meeting. And to the contrary, Mr. Ley-Soto's testimony to the Court was that the agenda was published on the 22nd and the meeting was at 8:00 a.m. on the 23rd. There's no evidence it was published in the wee hours of the day on the 22nd, and, therefore, that argument cannot be accepted because there's simply no evidence to that effect.

Very briefly, Judge, no authority, AG Opinion, 1973. I believe it's 730(sic:)

There is no precise definition of a formula for due notice which is applicable to every situation.

Due notice is a relative term. The

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

meaning and sufficiency which can be ascertained only in reference to the particular facts and circumstances upon which it bears. Notice which is adequate under normal conditions may be impractical or impossible in emergency situations. So the purpose behind the requirement of notice, the events about which notice is given, and the nature of the rights affected will determine what is required in each case.

That's the attorney general.

And then, in Sapp -- I have this is the third time I talk about Sapp. I have to correct counsel -- Sapp, the Court specifically says, I agree, it's three words, because the Court focuses on, in Sapp, that the notice was more than reasonable. The notice contained the time and place of the meeting and, "The general subject matter to be considered," and there they say "city manager contract".

"The notice "reasonably" conveyed that Mr. McLean's contract would either be renewed, terminated, or somehow modified.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Those are the only reasonable inferences that the public can draw from the notice. The notice contained more than just the date and the time of the special meeting, it provided the general subject matter and apprised the public of what might happen at the end of the meeting."

Judge, that's precisely the point. This notice gave time/place but did not apprise the public at all of the subject matter or what the potential outcome might be, other than -- the only thing it told the public was some real estate transaction might happen. That's not -- that is no notice, no one who didn't know what was going to be considered could possibly know what the meeting was going to be about.

MR. SUAREZ: Your Honor, there's a four-legged stool. The law --

THE COURT: No, no. No. It's one-minute rebuttal, you're almost done --

MR. RIVERO: Yes.

THE COURT: -- and then that's it.

MR. RIVERO: Judge, I just want to make sure on the record, it's 73-170 is the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Attorney General Opinion I read from.

The law requires, not just time, place, and manner, it requires a description of the general subject matter sufficient to allow that the public would know what the meeting was about. That wasn't given here.

Thank you, your Honor.

THE COURT: Thank you.

The Court's ready to rule.

Under these circumstances, I do believe that the Sapp case and the Parris case are -- do guide the Court.

This is not an easy decision, this is not a hands-down easy decision. It may appear at first blush but as the defense has argued, the question of the specificity required is something that is subjective to some degree and not easy -- and not defined, not defined in the case law.

Reading from Transparency for Florida v. The City of Port St. Lucie, Headnote 10, where "reasonable notice" has not been statutorily defined under the Sunshine Law, the type of notice that must be given for a meeting is variable, it's variable, and it

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

depends on the facts of the situation.

So that's why we've all struggled with the case law, trying to find and trying to compare this case to other cases where the issue has been the fire -- interviewing applicants for the city manager.

In and of itself, that's pretty informative. Interviewing is what they're doing, who they're interviewing, the position for which they are interviewing. So in that factual scenario it's adequate, three words are adequate.

So looking to the -- looking for guidance in the case law, what would be fair notice here? Reasonable notice.

Parris v. State says on Page 12 with respect to, Reasonable notice. Reasonable is defined in part as fair and sensible. And as much is appropriate or fair in a particular situation.

I believe it may be in the Sapp case.

It is in the Sapp case.

Who cites on the bottom of Page 5, 5 of 9, citing Rhea v. Gainesville:

Reasonable notice apprise members of the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

public of the pendency of matters that might affect their rights, affords them the opportunity to appear and present their views, and affords them a reasonable time to make an appearance if they wished.

The Sapp case also does cite the search for a position, a city manager position. And on Page 6, the second paragraph at the top, the Court states:

Those are the only reasonable inferences that the public can draw from the notice.

Those are the only reasonable inferences that the public can draw from the notice.

Can I have the exhibits?

So in Sapp, which holds that specificity, to some degree, is not required in the notice, Sapp holds that that particular notice was sufficient.

And here is our notice, the case at bar:

At this special board meeting the District Board of Trustees will discuss potential real estate transactions.

Going to Sapp, those are the only reasonable inferences that the public can draw from the notice.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

What reasonable inferences can the public draw from this notice?

At this special board meeting, the District Board of Trustees will discuss potential real estate transactions.

Well, "potential" could be any. It could be any real estate transaction whatsoever.

"Real estate", at least it tells us that it's land. And then "transaction".

The plaintiff argues that a gift is not a transaction. I beg to differ, a gift is a transaction.

I'm reading from Florida Statute 689.28, Prohibition against transfer fee covenants. Section B -- and the intent of this particular statute is to encourage the transfer of real estate. Section B defines "transfer" as means the sale, gift, conveyance, assignment, inheritance, or other transfer of an ownership interest in real property located in this state.

So although the plaintiff, I believe, is incorrect that a gift is not a transaction, it very much is. But it bodes negatively

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

for the defense's arguments, because a transfer can mean one of a half a dozen things. It can be a sale, it can be a gift, it can be a conveyance, an assignment, an inheritance, or other transfer of ownership interest.

So which one of those was being discussed that day? Did it, as the law requires, give reasonable notice that apprizes members of the public of the pendency of the matter that might affect their rights, affords them the opportunity to appear and present their views, and affords them a reasonable time to make an appearance if they wished?

On the record before the Court, the Court does not believe that the notice was reasonable for the reasons stated. The Court is not relying on the value, on the exhibits attached to the plaintiff's complaint. The Court is not relying on the hearsay statements that have been made.

The Court is relying on the standing that Mr. Dunn established today, on the admitted exhibits, most of which, if not

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

all, have been stipulated to. And for that reason, does grant the temporary injunction.

Now, whether the defendant chooses whatever avenue they choose here, you're absolutely free to choose it.

And to be sincere, this Court is surprised with the minimal requirement for reasonable notice that the Sunshine Law really provides. So for that reason, this Court struggled with whether or not this disclosure was sufficient.

As to the bond, there has been testimony.

Before I get to the bond, let me just say that for the reasons I've stated, comparing the disclosure in this case and taking into consideration the guidance in Sapp and Parris in particular, and the variables, the definition of the "transaction" -- the legal definition of "transaction", the word "potential", the Court does believe that prong one, the substantial likelihood of success on the merits on this particular disclosure has been proven by the plaintiffs.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

And, obviously, once this land is transferred, then that's that. And it's understood, it is understood that the board can provide the reasonable disclosure and convey this property as they see fit. That's why this is not a case, at least for this Court, rooted in politics.

As for the testimony regarding the bond required, Mr. Ley-Soto testified that he estimates the expense, the legal expense of the college to be, of the board on behalf of the college to be somewhere between 200 and $300,000. I can see how that might be the total.

As you mentioned, Mr. Rivero, if the defendant wishes to appeal the issue, it's, obviously, more expensive as opposed to republishing and having the hearing again. Which is absolutely their right and their choice.

But it seems to this Court that while this temporary injunction is in place -- it shouldn't be very long, I wouldn't think -- that the real estate attorneys that are reviewing the documentation would pause

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

their work until this issue is resolved.

And it seems to me, therefore, that perhaps a 50 percent estimate of the college's highest estimate, which would be 300,000, would provide a reasonable bond, 150,000.

I'd like to hear from both sides.

MR. BRODSKY: May it please the Court.

The general rule which is observed in the breach as a matter of fact is that there should be an evidentiary hearing on the damage that would be caused by the entry of injunction. Nevertheless, it is well-known and reasonably well established in the law that the Court can rely on evidence that is submitted along the way as there has been a little and on good faith representations, but they can't be pure speculation and they can't be self-induced.

The real question is, What difference does it make whether this property is transferred to DeSantis' land improvement district, or whatever they call it -- I'm sorry -- and then eventually to the Trump Foundation? What difference does it make to

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

this college when this transaction occurs?

I haven't heard -- because there can't be any evidence -- that they have an offer that's fair market value, but it has an ending date of next Friday -- of this Friday, and with that, on Friday -- for real dove, for real money, for real consideration, and we haven't heard that that transaction would be blown up by your Honor's injunction because -- we know why, because it's being given away.

Number two, with respect -- with due respect to counsel, general counsel, his testimony was -- he first said it's very hard to estimate it. That's what he said. Then he moved on to, Well, you've got real estate counsel, and then this counsel, and then he was asked, Well, what about the real estate counsel?

Well, they'll have to be involved in the litigation.

Well, that's absurd.

The real estate counsel is not going to be involved in the litigation if -- if the board decides to keep going with this notice

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

as opposed to re-noticing. That's up to them, but it's certainly, no money is going to be paid to the real estate counsel from this point forward until and unless the injunction is lifted because there's no transaction under your Honor's injunction.

With respect to litigation, he doesn't know and didn't testify where they were going -- they're going, which lawyers will be involved, how much that will cost, and is that -- and they have not dealt with the question of how they are actually harmed by the entry of the injunction.

Yes, if they proceed in the path they have, which is first to deny that the notice that was sitting in front of your Honor was the notice, and the next day they put in the notice as three or four different exhibits, if they want to continue to engage in this policy of deny, deny, deny, and at the last minute, kind of admit, then, of course, it's -- and if they hire expensive counsel, of course, it's going to be 2 or $300,000.

If they hired, your Honor, when I was in active practice --

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

THE COURT: Mr. Brodsky --

MR. BRODSKY: -- it wouldn't be that much. So it's speculation --

THE COURT: -- your position is that this Court can order the defendant -- or can assess a bond based on inexpensive counsel?

MR. BRODSKY: I represent to your Honor that the difficulty with -- let's assume that Mr. Ley-Soto has stated differently and he said, I have a budget already prepared. I know who my lawyer is, I know what we're going to do and this is how much it's going to cost. Let's suppose that's what he said, which is far from the case but let's suppose he said that.

That is self-induced damage. They could simply say, Okay. The Judge heard the case, she made a good faith judgment, they will say to themselves, She's dead wrong but we're not going to go to the Third DCA, and we're not going to -- just -- they could just go and re-notice it at nominal cost.

So the damage they're claiming is self-induced and it's in defiance in effect of the injunction because it's basically

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

saying, We want to get rid of this injunction.

They don't have to do that. And they can simply obey the injunction and do the common sense thing.

And so, therefore, let's talk about, by the way, the possible damage by the fact that this is not going to be -- end up in the hands of the Trump Foundation. Let's look at what the state board of land improvement, whatever -- I apologize, I don't remember the name -- what they said, which is that this land will be -- the Trump Foundation will have five years to start construction that will include components of a presidential library museum or the like.

THE COURT: Sir --

MR. BRODSKY: Do you know what that --

THE COURT: -- what does this have to do with --

MR. BRODSKY: -- means?

THE COURT: -- the bond that this Court has to set today?

MR. BRODSKY: Because the idea that the students of this college are going to

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

benefit from a presidential library next door is highly speculative, and that is what they say they will get from this transaction --

THE COURT: Mr. Brodsky --

MR. BRODSKY: -- and the injunction won't prevent that. Thank you.

THE COURT: Sir, thank you.

MR. BRODSKY: I appreciate it. I apologize if I went over.

THE COURT: It's not that.

This Court's position is not to dictate to the defendants what road they should take. This Court has to look at the overall case and assess what would be a proper bond.

I'm required to take evidence, the only evidence that there is in record now of that cost is Mr. Soto's testimony that it was going to cost 2 to $300,000. He explained what would be included in that and the Court can make reasonable inferences based on that.

Mr. Ley-Soto included the real estate attorney's fees, any need to redo expired contracts, expired surveys, you know, all of

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

those things. That's what the Court's focusing on and only on that.

MR. BRODSKY: I understand --

THE COURT: The Court has no place dictating to the plaintiff which avenue they are or they should take.

MR. BRODSKY: You're absolutely --

THE COURT: And the Court will not.

MR. BRODSKY: I accept that and I endorse it.

Nevertheless, I think you have to -- your Honor, if I might say, you should respectfully take into account that if they decide to do the scorched earth approach, which is take it to the Third DCA, take it to the Supreme Court of Florida, the expense will be self-induced. It won't be on account of the injunction, it will be on account of opposing the injunction and that's not the purpose of the bond.

THE COURT: I understand.

MR. BRODSKY: Thank you, your Honor.

THE COURT: Thank you, sir.

MR. BRODSKY: I appreciate it.

THE COURT: I understand, but the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Court's position on that issue is that the defendant did not sue themselves. They were sued, and they have the option -- you know, they can look at their -- any future notice, they may have an interest in how notices are put out and wish to resolve that and get a decision on this Court's ruling.

I can think of many good reasons why they may want to appeal this Court rather than re-notice it. It's up to them, and the Court is not going to delve into that.

Thank you, sir.

MR. BRODSKY: Thank you.

THE COURT: I'll hear from you.

MR. SUAREZ: No, your Honor. My comment to the Court would have been that the evidence of Mr. Ley-Soto is un-rebutted in the record, and I would ask that whatever injunction your Honor were to enter, not deviate any further then the "wherefore" clause in the plaintiff's complaint which simply asks for an injunction against the conveyance of the land and nothing else.

MR. RIVERO: Judge --

THE COURT: Yeah. I think that's

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

correct.

MR. RIVERO: May I submit a proposed order, your Honor?

THE COURT: Yes.

So because the Court has concluded the only evidence of the bond has been Mr. Ley-Soto's testimony, which I believe does include the expenses of the real estate attorneys but that's a separate matter. We're talking about this litigation, this particular issue alone, and on this issue I think that without the expense of the real estate attorneys -- at least the Court does not expect this to be a long drawn-out -- I think this is an issue that's going to be resolved rather quickly, even if it's taken up to the Third.

So for that reason, I do think that half of the highest estimate that Mr. Ley-Soto testified to which was $300,000 at this time would be appropriate, $150,000 as a bond.

MR. SUAREZ: Thank you, your Honor.

THE COURT: Thank you, everyone. Thank you for your professionalism and your presentation, your hard work. Thank you so

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

much.

MR. BRODSKY: And we will submit a proposed order to Mr. Rubio by that email later tonight.

MR. SUAREZ: May we have an opportunity to see --

MR. RIVERO: Of course. Of course.

And, Judge, if I may say, I want to return Mr. Suarez' compliment that I have enjoyed working with him as well.

MR. SUAREZ: Not the first, and hopefully not the last.

THE COURT: Thank you, everyone. Have a good night.

(Proceedings were concluded at 7:20 p.m.)

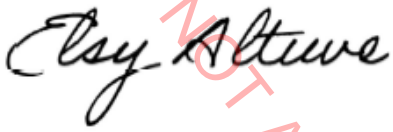
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

COURT CERTIFICATE

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, Elsy M. Altuve, Court Reporter and Notary Public for the State of Florida at Large, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

DATED this 17th day of October 2025.



ELSY M. ALTUVE, FPR, Stenographer
Notary Public, State of Florida
Commission No. HH 343687
Expires on December 21, 2026

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

0

01 1:3

1

1 3:17 26:1,7,8 26:11
10 118:21
1000 2:4
11 18:10
118 3:13
11th 1:1
12 119:16
1285 51:11
14 1:14
15 3:3
150,000 125:6 133:21
16535 135:15
16th 88:12
1780 56:25
17th 135:12
18 61:25
1805 2:7
181 17:6
1940 18:11
1951 18:6,10
1972 19:14 20:1
1973 115:21
199 49:5
1994 109:21

2

2 3:18 10:5 16:2 16:2 27:23 28:2 28:4,6 55:20 67:12 69:15 72:7 94:6 127:23 130:19
2.530 10:5
2.5302 16:2
2.63 49:3
200 94:18 124:12
2004 72:4
2006 20:7
2007 17:9
2012 51:18
2014 17:16,18
2020 111:16
2025 1:14 55:2 56:23 59:7 60:5 61:15 88:12 135:12
2025-019608 1:3
2026 135:17
20th 109:21,23
21 135:17
22nd 36:5 61:18 115:14,17
23 59:6 60:5 61:15
23rd 34:18 35:20,24 55:2 56:23 65:3,5 115:15
24 40:9 71:13,24 107:15 115:11
247 2:12
2525 2:3
26 3:17
260 94:18
26th 109:21
278 108:13
28 3:18
286 40:8
286.001 40:24
286.01 40:7
286.0105. 60:1
288 108:13
29 3:19
296 93:11
2d 51:8 93:11 108:13
2nd 53:20

3

3 3:19 29:15,19 29:21 93:5 110:19
300 53:20
300,000 67:13 69:15 94:7 124:13 125:5 127:23 130:19 133:20
318 51:9
32 3:22,23,24,25
33 3:4
33012 57:1
33130 1:13
33132 53:21
33134 2:4,8,12
33157 17:7
343 51:11
343687 135:16
360 72:8
3d 51:11,17

4

4 40:10,24
45 27:14
45th 104:22
473 93:11
47th 104:23
48 3:4
49th 56:25
4:59 1:15

5

5 98:16 107:24 108:7 119:23,23
50 3:5 125:3
51 3:6 18:9
53 3:9
530 51:18

6

6 120:8
60 70:20
600 98:16
61 18:9
610 2:7
65 25:23
67 46:6 48:13,17 49:8,14 70:25

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

94:17
689.28 121:14

7

70 3:9
73 1:13
73-170 117:25
730 115:21
766 51:8

8

8 110:14
81 51:17
85 29:25
8541 17:6
8:00 56:24 115:15

9

9 107:24 108:7 119:24
91 3:10
92 3:11,12

a

a.m. 56:24 115:15
ab 93:15
able 9:22 14:4 22:20 25:7 67:9 87:21 112:2
above 1:20 70:24
absence 101:13
absent 10:7
absolute 96:16
absolutely 4:19 32:10 64:25 69:1 82:17 123:5 124:19 131:7
absurd 126:22
accept 131:9
accepted 115:18
access 111:6
accommodate 111:20 112:2,3
account 20:25 21:12,15 131:13 131:18,19
accurate 25:16
acres 49:3 98:18
act 12:17 38:14 41:9
action 39:3 41:1 43:5 63:17 68:9 94:1
active 18:18 46:9 127:25
activity 74:24
actually 17:22 25:8 26:14 55:23 64:21 80:5 93:10 127:12
add 12:12 60:21
added 82:9 91:14
addition 52:11
additional 67:2 67:7 76:2 77:2 81:24 82:7 83:6 83:19 91:13,17 92:6 114:4
address 4:20 9:12 12:2 17:23 50:8 53:19 56:24 114:3
addressed 82:15 109:12
addresses 93:17
adds 114:4
adequacy 106:21
adequate 45:13 47:6,16 51:22 52:12 93:18 116:4 119:11,12
administer 14:8
administered 16:5
administration 10:5 16:2
administrators 63:16
admit 22:24 30:25 31:1,22 36:24 127:21
admits 113:9 114:23
admitted 26:5 28:1,4 29:18,21 32:16,18,19,24 50:19 55:24 56:1 92:20 108:19 122:25
advance 57:11 65:19 109:13
advice 62:14,20 89:1
advise 100:19
advised 12:13 102:6
advisory 79:10
affect 120:2 122:11
affected 116:9
affidavit 3:24 58:5,6,11,14
affords 120:2,4 122:12,14
afternoon 4:5 6:3 13:14,15 14:2
ag 115:20
agenda 3:25 30:15 41:3 61:5 61:6,15,16,20 62:25 63:2,5,7,9 63:11,13,16,18 99:16 108:16,19 108:22,22 109:14 110:17 110:21,25 111:5 111:10 113:2,4 113:8,10,16,22

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

114:1,15,17,21 114:23,24 115:8 115:13
agendas 62:3
ago 22:23 48:6
agree 31:24 47:13,18 70:19 71:3,12,16 72:13,16,19 74:2 76:6,11 77:9 78:9 79:20 79:24 80:1 81:10,17 83:9 83:10,14 105:19 116:16
agreed 12:14
agreement 6:12 9:8 98:1 101:23
agreements 79:13
ahead 14:24 15:20 16:17 25:12 26:17,18 28:9 34:4 42:18 43:25 47:2 50:15 68:18 98:2
aircraft 18:25
al 1:8 4:3
alcazar 2:12
alleged 93:4 99:8
allegedly 42:17
allocate 67:12
allow 34:3 40:21 42:12 115:2 118:4
allowed 42:3,15 111:18,20
allows 113:25
alternative 76:5
altuve 1:22 6:18 7:2 135:6,15
amorphous 93:22
amount 45:24 48:12 52:12,12 69:25 71:10 74:8 93:22 99:19
analogy 105:24
analysis 41:20 43:8 44:9 105:24
andres 2:5 4:6
announce 109:19
announcement 48:14,16
answer 44:1 45:21,22 87:7 89:6
anther 76:5
apologies 84:24
apologize 71:15 129:11 130:10
apparently 32:2 94:4
appeal 59:19,23 69:12 124:16 132:9
appeals 67:4
appear 111:5 118:15 120:3 122:13
appearance 6:11 120:5 122:15
appearances 2:1 4:18
appears 15:5
appellate 70:8
applicable 83:8 115:23
applicants 119:6
apply 66:15 115:3,4
appointed 66:2 105:6
appraised 94:17
appraiser 49:9
appraiser's 48:23 49:2,10 95:23
appreciate 7:14 28:25 29:1 32:14 33:3 102:19 130:9 131:24
apprise 117:9 119:25
apprised 117:6
apprizes 122:10
approach 13:11 131:14
appropriate 54:14 119:19 133:21
approve 59:14
approved 65:2 101:19
approximately 54:23 61:25 70:24
april 109:21,21 109:23 111:16
arcade 104:20
area 86:8
argue 100:3
argued 118:16
argues 121:11
arguing 100:10
argument 3:12 12:22 40:13 52:4 78:2 92:7 98:15 104:11 105:9,23 115:18
arguments 122:1
arivero 2:5
arrange 32:23
articles 67:23 95:2,19

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

ascertained 116:2
aside 68:23 69:20 85:19
asked 6:9 89:3,4 126:18
asking 11:24 88:25 106:6,12 114:13,14 115:1 115:3
asks 132:22
aspects 66:6 75:13
ass 36:7,20 37:12 38:1
assess 75:7 128:6 130:15
assessed 70:20 70:24 94:16
assessment 72:2
assessments 70:22 71:2
assignment 121:20 122:4
assist 65:22
assistant 20:22 25:2 28:22
associated 70:8
assume 36:4 128:8
atlanta 19:10
attached 122:20
attachments 95:17
attained 19:16
attend 21:19 22:20 112:5
attendance 64:10 77:4
attended 34:17 35:4 112:7
attention 102:19
attorney 13:21 62:3,8 83:3 88:23 116:12 118:1
attorney's 68:24 69:2,7 112:14 130:24
attorneys 4:18 124:24 133:9,13
attributable 73:18 94:8
audio 7:15 13:2 14:17,25
authenticated 95:24
authority 6:15 114:7 115:4,20
authorization 113:10
authorized 135:8
automatically 11:5
available 45:25 63:6 71:18
avenue 2:12 53:20 123:4 131:5
avoid 111:21
aware 9:14 35:18,22 46:3,5 72:6 90:7,10

b

b 3:15,23 16:2 32:19 58:19,20 58:21 121:16,18
back 59:12 85:24 86:18 90:9,12,25 99:16 100:1 106:16 114:16
background 54:16
bad 39:3 41:1 41:10,11,14
balance 70:5 94:12,13 96:12
balancing 92:13 93:19 96:12
ballpark 69:9
bank 20:25 21:2 21:4,6,8,9,13,16 21:17
bar 120:19
bargaining 79:13 80:20 89:20 97:15,25 101:22
based 128:6 130:21
baseline 110:3 113:15
basic 94:11
basically 30:24 128:25
basis 43:11 44:14,18 45:10 67:16 73:15 111:19
bay 17:7,23 21:4
beach 51:16 93:10 109:9 110:11
beam 43:20
bear 52:10,13
bears 116:4
beg 121:12
behalf 2:2,11 4:4,23,25 5:3 9:11 124:11
belief 41:21 43:9 44:9
beliefs 42:8
believe 6:8 12:20 31:6 40:14,14 42:16 45:23 46:4 47:15 48:19,25 49:4,7 61:17 72:3 87:8 88:13 90:12 98:16

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

99:21 115:21 118:10 119:21 121:23 122:17 123:22 133:7
belonging 45:8
benefit 130:1
bermudez 4:10 4:11,16,19,22 6:5,13 7:11,13
best 27:3
beth 21:23,25
better 4:14 17:17,19
beyond 33:22 37:17 38:17
big 106:8
binder 107:14 110:15
biscayne 100:23
bit 60:12 78:17 78:22 79:2 80:11 81:3,11 81:15
blown 126:9
blush 118:15
board 3:25 5:8 5:22 8:13,15,18 8:24 33:10,18 34:11,18,22 35:1,4,23 36:3 37:24 39:5 40:21 41:23,25 43:11 44:11,13 44:20 46:10,15 47:4 54:8 55:9 55:13 56:23 60:7,13,17,19 60:20 61:14 63:15,19,24 64:13,15,17,18 64:21,24 65:2 65:25 66:3,17 68:7 79:5,5,7,8 79:23,23 80:7 80:10 81:12,25 82:4,6 83:17,19 85:12 86:4 91:10,18,22,24 103:20,25 104:1 105:5 113:11 120:20,21 121:3 121:4 124:3,11 126:25 129:10
boarding 66:4
boat 22:4
bodes 121:25
body 79:17 82:21 104:12 108:18 109:13
bona 36:24
bond 52:11,12 123:12,14 124:8 125:5 128:6 129:22 130:15 131:20 133:6,21
born 18:1,11
bottom 80:12 119:23
boulevard 2:3,7 100:23
bound 16:4,8
boy 58:21
branch 18:15 21:3
breach 125:10
brief 72:14 103:12 115:7
briefing 69:11
briefly 12:12 19:6 101:19 115:20
bring 31:7 113:1
brodsky 2:6,8 3:3,4 4:6 5:10 5:16,20 6:14,25 7:1,10 12:10,25 13:5,11,13,23 13:24 14:2 15:22 16:18,19 22:24 23:6,13 23:16,20,21 24:1,3,5,7,10,13 24:23 25:13 26:1,10,12,18 26:19,20,25 27:4,22 28:8,10 28:13,18,23 29:2,14,24 30:8 31:9,12,14,16 31:23 32:14 33:2,20,22 34:5 35:8,11,13 36:11 37:17,20 39:19 40:1,5,8 40:10 43:13 46:25 47:3,24 48:2 49:17,19 50:10,17,21 125:8 128:1,2,7 129:18,21,24 130:5,6,9 131:3 131:7,9,22,24 132:13 134:2
brodsky's 50:8
brought 60:17 82:18 106:18 111:13
budget 69:19 128:10
bulk 64:21
burden 11:23 51:13 52:10,13 52:15 92:8,10 106:4,5
business 22:8 53:19 60:16 64:24 66:22 82:22 110:22

c

c 3:24 32:19 58:3,4
ca 1:3
call 9:15 12:10 12:24 32:6 50:5

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

50:15 52:21,23 92:4 125:23
called 10:6 47:17 109:8
camera 23:24 26:24
campus 64:7 76:21
cancel 6:9 22:17
cancelation 111:25
cancelations 111:18
canceled 111:24 112:7,11
candidates 109:20
candidly 106:6
capacities 54:24
capacity 7:22 8:11
card 27:7
care 41:24 44:12 50:4
career 28:21,24
carmen 2:14 5:1
carrier 18:25
cartaya 2:14 4:25 5:1,6,14,18 5:21,25 8:16 11:10 16:13 23:24 103:10 105:22 106:13 106:15 112:19 112:22 113:19 113:23 115:6
case 1:3 8:20 12:18 22:19 31:5 38:12,15 38:15 39:17,17 40:10 46:10 51:7,9,18 55:16 66:25 75:20 92:24 98:4 101:8,11,19,25 103:10 105:15 105:17 106:3 107:10,12,13,16 108:3,4,13 109:2,2,7,15,16 110:9,11,12,13 110:18,24 111:12,14,14,23 112:22 113:25 114:7 116:11 118:11,11,19 119:3,4,14,21 119:22 120:6,19 123:16 124:6 128:14,17 130:15
cases 92:22 101:14 106:17 114:11 119:4
cause 1:20 10:11,14 31:7 77:2
caused 125:12
causing 76:2
cbs 33:15 34:9
ccartaya 2:14
certain 62:12 74:22
certainly 127:2
certificate 135:1
certified 7:2
certify 135:8
cetera 29:12
chairman 20:21
challenging 77:25 78:3,11
chance 103:4
change 77:4
changed 80:25
changes 75:2 80:23 101:1
characterized 85:9
charitable 51:10
charter 110:24
chief 63:25,25
children 54:21
choice 124:20
choose 91:10 123:4,5
chooses 123:3
church 21:20,24
circuit 1:1,1,21
circumstance 101:2
circumstances 82:15 98:7 100:19 101:16 102:11 103:3 116:3 118:10
citation 93:1
cite 98:5 99:24 101:8 120:6
cites 119:23
citibank 21:7
citing 92:24 119:24
citizen 31:13 33:24
citizens 12:20
city 21:4,5,6,8 21:10 51:16 102:1,3 108:3 109:20,23 110:9 110:24 111:17 116:22 118:21 119:6 120:7
claiming 128:23
clarify 81:21
clause 132:21
clear 8:8,16 11:11 12:15 25:8,9 42:22 61:3 62:1,2,16 83:3
clearly 41:2
clerk 6:21,22,23 7:8 11:2 14:9,19 14:23 15:13

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

26:6 28:2,7 29:19 50:23 51:1 53:1,8 56:2 56:10,13
clerks 6:20
clicked 13:1
client 88:23
close 111:6
cocounsel 5:24 90:4
colleague 68:12
colleagues 105:25
collect 88:3
collecting 54:11 87:18,20,23
collective 79:13 80:20 89:20 97:15,25 101:22
college 1:8 4:3 5:8,19,22 6:2 7:20 8:9,19 33:11 35:5,19 36:9 41:25 44:13 45:8 46:23 47:5 53:23,25 54:4 54:13,19,20 55:4,7 57:3,4,5 60:10,21 61:19 63:3,23,24 65:9 65:12 66:3,7,21 66:23 67:1 68:8 70:19 71:19,21 72:17,21 73:5 73:11,13 74:9 76:3,5,7 77:2 79:6,12 80:19 80:21 85:24 89:8,24 90:9,13 90:15,25 93:21 93:25,25 98:18 99:14,15,23 100:1 104:21 107:5 124:11,12 126:1 129:25
college's 55:16 56:21 106:3 125:4
collegial 82:21
come 15:3 22:12 24:2,4 34:11 36:7 37:11 38:1 55:3 105:12 112:10
comes 28:3 58:12
coming 26:7 29:20 85:23 86:18 90:9 100:1
comment 132:15
commercial 99:4
commission 135:16
commissioner 112:6
commissioners 112:10
committee 64:14 79:11
common 129:5
communication 10:10 55:5 88:11
communicatio... 57:9 66:12
community 103:1,18
company 51:8 58:13
compare 97:21 119:4
comparing 123:16
compensated 90:16
compensation 85:23 99:1
competence 46:19
complaint 41:4 41:14 43:5 44:5 94:16,24,24 95:13,17 108:20 113:9 122:21 132:21
complete 55:8 65:16 76:3 135:10
completed 65:19
compliant 75:22
compliment 134:9
components 129:15
comports 43:21
conceded 98:15
concerned 34:14 86:7
concerning 51:20 60:16 79:8,12 91:9
concerns 80:18
concluded 32:25 133:5 134:15
conclusion 60:24 75:15
conditions 74:22 116:5
conduct 110:21
confer 68:11,19
confirmed 105:7
confirms 58:16
congratulations 30:2
congregational 21:24
connected 16:25

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

connection 41:12 54:8 68:9 68:22
consent 10:7 16:4,7
consider 22:1 35:23 40:25 91:22,24
consideration 39:9 99:19 104:15 123:17 126:8
considered 33:18 67:25 95:14 108:16 110:7 116:21 117:16
considering 91:18
considers 71:6
constitute 95:21
constitutes 12:17 93:13
construction 129:15
consult 90:4
contain 60:15
contained 114:15 116:19 117:3
containing 108:5
contemplate 108:14
contemplated 86:13
content 80:2 107:18 108:1
contents 79:1 112:23
contested 100:22
continental 2:11 2:17 5:3
continentalpll... 2:13,14
continuation 80:19
continue 31:11 31:14 52:20 89:15 127:19
continued 4:1
continuing 35:9 73:14
continuous 27:16
continuously 19:25 25:24
contract 102:1,3 108:4 116:22,24
contracts 130:25
contrary 92:15 115:12
controlling 110:13
conversation 88:16
conversations 66:20
convey 113:10 124:5
conveyance 33:19 35:24 36:9 38:6 55:8 65:2,7,9 85:16 86:9 121:20 122:4 132:23
conveyed 46:23 116:23
conveying 65:13
copies 24:20 32:21
copy 56:20 61:14 101:6 107:25
coral 2:4,8,12 21:23
correct 5:7,25 17:1 18:11,12 20:2 22:2,3,5,6 22:22 25:20 33:19 34:7,8,12 34:15 35:6,7,20 35:25 36:1 46:24 47:19,20 56:9 59:14 71:22,23 72:18 73:6,15,16,20 73:25 78:2,20 88:12 89:22 96:16 116:15 133:1
correction 75:21
correctly 30:11 88:9
cost 67:2 70:4,8 73:11 74:9 76:3 76:6,13,17,21 76:22 93:23 94:2 96:16,17 127:10 128:13 128:22 130:18 130:19
costs 67:7,10 70:5 73:14 76:17
counsel 5:12 6:1 41:6 52:4 53:24 54:2,3,21,22 62:9 65:21 104:11 106:18 107:12 111:13 116:15 126:13 126:13,17,17,19 126:23 127:3,22 128:6
counseling 54:6
counsels 74:17
county 1:2,12 4:24 5:1,13,15 18:2,3,5 135:4
couple 48:5
course 10:2 31:16 32:7

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

36:12 37:1,3 127:21,23 134:7 134:7
court 1:1,22 4:2 4:9,11,12,16,20 4:21,23 5:5,9,23 6:3,4,10,12,18 6:19,21,23,24 7:1,2,2,6,8,11 7:16 8:4,12,15 8:20 9:7,18 10:2 10:12,16,24 11:2,15,17,19 11:24 12:2,5,13 12:22 13:3,8,12 13:14,17,20 14:4,7,9,14,16 14:18,19,21,23 14:24 15:1,13 15:15,20,24 16:7,11 23:3,5 23:10,12,15,19 24:2,3,4,6,9,11 24:12,15,18,22 24:25 25:3,12 26:3,5,6,11,14 27:24 28:1,2,6,7 28:9,11,18,22 29:1,11,16,18 29:19,23 30:23 31:8,11,14,17 31:24 32:7,8,10 32:12,15,25 33:5 34:2 35:10 35:12,14 36:13 36:16 37:19,21 38:7,10,12 39:2 39:11,20,22 40:3,7,9,12,25 41:7 42:2,5,11 42:21,24 43:2 43:21,22 45:21 47:1,22 49:19 49:25 50:2,4,11 50:15,20,23,25 51:1,3,5,11,13 52:6,15,18,25 53:1,8,9,12,15 55:21 56:1,2,9 56:10,13,15 58:4 60:25 61:1 62:7,7,13,18,19 62:22 68:13,18 70:7,12 73:12 74:8,12 75:8 77:13 78:10 79:2 81:3 84:5 85:14 86:2,5 87:3,6 89:3,5,12 89:15 90:5,24 91:5 92:1,4,7,10 92:24 93:2,16 94:19,21 95:1 95:15,15,16,16 95:18,20,23 96:1,3,4,5,18,22 96:25 97:8,9,15 97:17,19 99:12 100:4,16,20 101:6,10,19 102:2,12 103:7 106:11 108:5 112:18,21 113:16,20 115:6 115:13 116:15 116:17 117:20 117:23 118:8,12 120:9 122:16,17 122:19,21,23 123:6,10,22 124:7,21 125:8 125:15 128:1,4 128:5 129:17,19 129:22,22 130:5 130:8,11,14,20 131:4,4,8,8,16 131:21,23,25 132:9,11,14,16 132:25 133:4,5 133:13,23 134:13 135:1,6
court's 38:18 39:9 43:20 61:3 96:7 118:9 130:12 131:1 132:1,7
courtesy 63:3
courthouse 1:12
courtmap 11:4 11:7,8
courtroom 4:13
courts 107:1 109:4
covenants 121:15
cover 23:8 29:7 63:14
coverage 68:5
covered 57:6 88:22
covid 9:20 111:21,22 112:2
create 41:17
creating 55:15
criminal 38:15 39:16
cross 3:4,9 33:5 33:7 70:13,15
cuban 103:15
current 25:19 65:1,4,6,8
currently 27:8 29:11

d

d 3:1,25 15:19 32:19 50:24,25 61:9 113:3
dade 1:2,8,12 4:3,23,25 5:8,13 5:15,19,21 6:1 7:8,19 8:18 33:11 35:5 36:9 53:23 54:3,20 55:4 68:8 79:6

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

80:21 90:9 104:21 107:5 135:4
damage 125:12 128:16,23 129:7
dare 22:16 37:9
date 1:14 60:11 80:23,24 114:3 117:3 126:5
dated 135:12
day 37:23 39:4 42:11 57:16,25 60:17 94:10 115:17 122:8 127:17 135:12
days 107:6
dca 51:18 109:10,25 112:20 128:20 131:15
de 2:3,7
dead 128:19
deal 68:23 69:21 102:9 106:8
dealing 111:15
dealt 127:11
debating 73:2
december 135:17
decide 93:25 131:14
decided 60:21 104:3
decides 59:19 126:25
decision 55:7 59:19 67:3 76:1 85:11,11 86:3 94:3,6 104:13 104:14,17 105:5 106:4,12 118:13 118:14 132:7
decisions 93:24
declaration 111:17
deemed 109:5
defendant 1:9 2:11 68:17 123:3 124:16 128:5 132:2
defendant's 3:21
defendants 5:4 7:22 62:10 68:16 98:17 130:13
defending 67:2
defense 3:11 9:1 9:11 26:3 27:24 30:8 31:3,17 32:16,17,19 49:25 50:12,18 50:21,25 55:20 55:23 56:7,10 56:11 58:3,19 61:9 77:11,20 92:21 118:15
defense's 26:6 122:1
defiance 128:24
define 75:6
defined 118:18 118:19,23 119:18
defines 121:18
definition 115:22 123:19 123:20
degree 19:15 118:18 120:16
degrees 19:4
delay 47:25
delays 67:4
deliberation 41:20 43:8 44:8
delve 132:11
democracy 105:1
denied 52:8
deny 51:11 52:16 115:5 127:15,20,20,20
department 20:21 54:21
depend 71:5
depending 66:5 74:23 75:2,2 79:16
depends 69:10 119:1
desantis 125:22
describe 82:25
described 89:18 89:19 97:7
describing 56:22 107:22
description 3:16 3:21 60:12 78:18,19,22 79:3 80:12,14 80:15 81:3,11 98:9,11 101:21 114:9 118:3
descriptions 83:4
descriptive 63:8 63:10
designated 57:8 60:13
designation 83:18
destination 51:17
detail 60:16 107:23
determine 33:24 39:2 60:25 112:14 116:10
determines 75:23
deviate 132:20
dictate 130:12
dictating 131:5

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

dictionary 99:3
die 30:7
differ 121:12
difference 78:22 125:20,25
differences 60:11
different 45:9 60:5 64:11 65:13 66:6 80:9 80:22,22 84:15 90:18 127:18
differently 128:9
difficulty 128:8
direct 3:3,9 15:21 33:1,23 53:16
directly 11:9 114:11
disagree 52:5,18 85:13 105:3
disclosure 97:5 123:11,16,24 124:4
discuss 33:18 76:4 81:12 82:21 84:8 91:11,20 97:25 120:21 121:4
discussed 80:3,6 81:4,19 83:11 83:20 101:23 114:5 122:8
discussing 66:21 67:18
discussion 13:7 89:1 102:2 104:9
discussions 79:13
disease 111:21
dismiss 7:20 8:2 8:9
dismissal 7:19 7:21
dismissing 9:9
distinction 110:17
distinguishable 106:20
distortion 7:15 13:2 14:17,25
district 5:7 8:13 8:15,18,24 33:10 35:22 41:23 43:11 44:11 68:7 79:23 81:11 120:21 121:4 125:23
division 87:11
docket 30:16
document 27:5 28:12,19 29:3,5 29:7,10,14 42:1 56:17,19 58:8 58:10,24 59:1,9 59:10,13 61:10 61:13 81:15 95:24 96:2
documentation 124:25
documents 24:16 25:1 30:10,18 31:25 32:15 59:5 74:21
doing 65:12 119:9
dollars 44:23 45:7 71:18
donald 36:6 37:11,25
door 130:2
doored 114:16
doors 112:8
doubt 30:23
dove 126:7
downtown 85:3
dozen 122:2
dr 4:7 6:16 9:16 10:21 14:2 23:22 24:23 26:21 29:25 31:7 33:9 34:7 36:5 41:5,15 42:1 43:4,16 44:5,25 45:6,11 45:16,19 46:22 47:13 48:3 49:24 50:1,2
drafted 86:6 87:9
drafting 87:15
drastic 51:14
draw 117:2 120:11,13,25 121:2
drawing 39:18 110:25
drawn 133:14
driven 93:24
driver 25:22
driver's 3:17 23:6 25:15,17
due 115:23,25 126:12
duly 14:12 15:10 53:5
dunn 1:5 3:3 4:3 4:7 6:6,16 8:23 9:17 10:21 12:10,25 13:14 13:20 14:2,5,11 15:7,9,15,18 16:7,15 23:22 24:23 25:6 26:21 29:25 31:7 33:9 34:7 36:5 37:24 38:22 40:20 41:5,15 42:1,13 43:4,16 44:1,6 44:25 45:6,11 45:16,19 46:22

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

47:13 48:3 49:20,24 50:1,2 122:24
dunn's 39:20 43:23
duplicate 6:11
duty 18:18 41:24 44:12

e

e 2:8 3:1,15 11:2 11:6,7,8 53:13 53:14
earlier 68:21 69:14
earth 131:14
east 104:25
easy 111:6 118:13,14,18
echo 13:4
economic 41:20 43:8 44:9
economically 101:1
educate 66:10
education 19:1 19:9,13,20
effect 115:19 128:24
effective 98:12
effects 68:23
efforts 76:23
either 21:19 96:15 116:24
elected 105:7
electronic 10:7
elevation 29:1
eloquent 52:4
eloquently 98:15
elsy 1:22 135:6 135:15
email 10:19 11:12,15,17 24:21 25:4,4,5 134:3
emailed 11:9 24:11
emergency 116:6
emphasize 96:9 96:12
employed 20:8 20:11,13
encourage 121:17
endorse 131:10
engage 66:6 67:1 74:25 127:19
engaged 57:21 63:4 65:22 71:1 73:23 74:3 82:14 86:16
engages 60:10 79:12
engaging 65:9 70:1 74:18 80:19
enjoin 73:12 74:16 75:20
enjoined 74:24 75:5
enjoy 50:2
enjoyed 134:10
ensure 59:13,20
ensuring 54:12
entails 64:22
enter 132:19
entered 56:4,7 66:24 67:6
entire 35:11 54:5
entities 80:22
entitled 1:20
entity 89:21 93:21 97:20 101:24
entry 125:12 127:13
erroneous 111:11
error 6:9
especially 9:20 91:17 97:2
esquire 2:5,8,13 2:14,17,17
essence 82:6
essential 111:2
establish 10:20 12:7 92:11
established 10:15 31:12 122:24 125:14
establishes 66:3 92:17
establishing 52:10,13
estate 65:20 69:3,17 73:18 73:22 74:10,15 74:17,17,20 81:13 83:13 84:9,11,14,18 84:19,20,21 85:17 91:11,15 91:21,23 94:9 97:1 98:20,22 100:6,8,13 103:2,23 105:15 117:13 120:22 121:5,7,9,18 124:24 126:17 126:19,23 127:3 130:23 133:8,13
estimate 48:19 67:9,11 69:6 125:3,4 126:15 133:19
estimated 94:7
estimates 72:7 94:17 124:10
estimating 70:4
et 1:8 4:3 29:12

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

europe 10:22
evaluated 49:4
evening 33:9 57:21
event 94:9 95:22
events 116:8
eventually 125:24
evidence 12:7 12:23 26:2,7 27:23 28:3,5 29:15,20,22 30:9,19 31:21 32:5,9,20 51:6 51:20 52:6,7,9 52:14 56:4 59:22 85:10 94:16,21,25 99:7,8,15 115:9 115:16,19 125:15 126:3 130:16,17 132:17 133:6
evidentiary 125:11
exact 57:16,23 93:1
exactly 72:25 79:2 80:16 87:10,13 115:1
examination 3:3 3:4,4,9,9,10 15:21 16:14 33:7 48:1 53:16 70:15 91:6
examined 14:12 15:10 53:5
example 41:15 80:17 97:13
except 36:3 66:13 78:16 83:12
exchange 99:5,5
excuse 68:6
executive 55:5 64:14 88:11,16
exhibit 26:1,8 27:23 28:4 30:13,16 32:19 55:20,24,25 58:3,19 61:9 77:20 113:2 114:2
exhibits 22:25 23:2 31:3 32:16 32:17 50:9,18 50:21 56:2,3,8 77:13 120:14 122:20,25 127:18
exiles 103:15
expect 133:14
expedited 67:15 70:6 73:15 94:4
expense 124:10 124:10 131:16 133:12
expenses 69:23 76:14 77:5 133:8
expensive 124:17 127:22
experience 54:25 61:23
expert 62:17,19
expiration 75:16
expired 130:24 130:25
expires 135:17
explain 21:25 27:20 66:6
explained 11:1 130:19
express 12:19 92:25 103:4
extension 102:5
extensive 54:24 69:11 70:2
extent 9:3 83:15 88:22 91:3
extermination 51:8
extraordinarily 100:24
extraordinary 51:13
extremely 39:8 102:25

f

face 41:4
fact 31:4 35:18 43:12 48:11 49:12 82:19 83:17 91:22 93:3 97:3 99:8 99:16 125:10 129:7
factor 36:21
factors 52:9
facts 11:14 106:1 116:3 119:1
factual 119:11
faculty 79:14 80:21
failed 51:19
failing 94:14
fails 98:21,24
failure 51:12 98:3 100:19
fair 22:18 119:14,18,19 126:4
faith 39:3 41:1 41:10,11,14 125:17 128:18
families 54:22 102:23
family 18:6 102:23

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

far 25:19 128:14
fee 121:15
feel 16:13
feelings 42:8
fees 67:2 68:25 69:2,7 73:14 93:22 130:24
felt 22:15
fide 36:24
figure 13:3 69:9
file 11:2,3,6,7,8 11:13
filed 7:18,20 11:6 23:3 24:9 30:22 33:16 39:3,21 41:1,12 43:4 45:14
files 41:8
filing 65:14
finalize 67:8
find 101:8 110:19 119:3
fine 56:8 81:8
finish 19:12,13
finished 19:20
fire 119:5
firm 2:6 5:2 7:4
first 8:1,25 14:12 15:10 28:20,23 29:7 50:15 52:21 53:5 102:14 118:15 126:14 127:15 134:11
fit 124:5
fiu 20:16,18,22
five 18:7 30:10 31:25 32:15 99:20 109:20 129:14
flagler 1:13
florida 1:2,13 1:24 2:4,8,12 6:16 8:19 16:3,6 16:9 17:7 18:2,5 18:20,23,24 19:24 20:1,14 25:22 27:9,12 30:6,7 36:10 46:24 53:21 57:1,9 60:1,18 67:19 68:8 70:7 83:2 86:10,23 101:5 105:7,11 106:19 113:13 118:20 121:14 131:16 135:3,7 135:16
focuses 116:17
focusing 131:2
folks 67:17
follow 10:25 71:20
following 57:21
follows 4:1 14:13 15:11 53:6
foregoing 135:9
forgot 50:18
form 33:15 76:24
formal 11:1
formula 115:23
forth 10:10
forward 12:3 65:23 73:12 75:25 76:15 127:4
found 12:19 46:18 51:10 108:5 112:15,16 112:17
foundation 125:25 129:9,14
four 30:11 46:10 52:9 107:7 117:19 127:18
fourth 109:10 109:25
fpr 1:22 135:15
free 6:13 16:13 123:5
freedom 85:3,22 98:13 100:24 102:24 104:25 105:2
friday 126:5,6,6
front 25:17 26:24 107:14,25 127:16
full 15:16,16 76:25
fund 86:23 113:12
further 10:21 40:13 45:20 49:23 50:7 67:2 69:13 70:10 91:25 132:20
furthermore 111:4
future 75:11 132:4

g

g 6:23,23 7:7,7
gables 2:4,8,12 21:23
gainesville 119:24
general 6:1 16:5 39:25 40:16 53:24 54:2,3,21 54:22 62:4,9 64:9 83:2 97:24 110:6 111:7 116:12,20 117:5 118:1,4 125:9 126:13
generally 64:16 64:19
georgia 19:10
germane 39:8

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

germany 16:24 22:5
getting 57:23
gift 85:2,9,10,16 100:3 103:5 121:11,12,19,24 122:3
gifted 71:17 104:12
give 4:16 8:3 10:18 26:16 31:17 32:8 35:14 36:13 47:8 77:19 80:17 89:24 91:17 93:1 94:14 101:6,17 103:10,24 122:9
giveaway 46:13
given 38:20 45:9 45:13 82:2,11 82:14 97:13,14 114:6 116:9 118:6,24 126:11
gives 81:23 101:12
giving 46:6 48:12 76:7
glad 82:18
go 6:13 8:25 14:24 15:20 16:17 23:11 25:12 26:17,18 28:9 34:4 42:18 43:25 46:17 47:2 50:15 57:17 59:15 68:18 69:14 106:6,15 107:10 128:20,22
goes 11:6 36:14 82:17,19,22 86:25 94:11 108:7,25 110:24
going 12:2,10 13:8,9,20 14:7 14:21 16:14 17:1 25:6 30:20 34:2,22 35:1,19 35:23 36:2,13 37:19,21 40:20 45:8 46:5,17 47:8 49:20 50:8 69:24 73:11 74:14,19 75:3 75:16 80:3,5 81:4 82:5 83:1,1 83:17 84:7 86:18 97:22 101:4 103:10,22 103:25 106:1,2 106:25 109:17 109:25 113:6 114:5 117:15,17 120:23 126:23 126:25 127:2,9 127:9,23 128:12 128:12,20,21 129:8,25 130:19 132:11 133:15
good 4:5,10 6:3 10:10,14 13:14 13:15 14:2 30:3 31:6 33:9 71:10 125:17 128:18 132:8 134:14
gotcha 58:22
gotten 30:23 104:2
government 93:12
governmental 108:17
governor 41:22 43:10 44:10 55:6 88:12,17 105:6
gradison 93:11
graduate 27:18
grant 12:5 99:17 123:2
granted 8:4 51:15 75:8
granting 51:25
great 102:20 113:7
greater 46:9
grow 18:4
guess 8:21
guidance 119:14 123:17
guide 118:12
gun 92:23
guys 22:18

h

h 3:15 6:23 7:7
half 54:23 69:25 70:4 73:18 94:7 122:2 133:18
hallowed 105:1
hand 14:9 15:7 15:13 24:5 37:22 42:10 53:2
handled 61:24 64:19
hands 118:14 129:9
happen 40:21 52:5 69:12 75:12 113:6 117:6,14
happened 12:4
happy 8:6 9:7 32:23
hard 67:11 126:15 133:25
harm 51:24 70:18 76:2
harmed 66:24 127:12
head 71:15
headnote 118:21

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

hear 4:14 13:17 13:18,21 14:1,4 17:1 22:13 33:12 40:13 125:7 132:14
heard 34:10,13 48:22 59:23 72:9 78:1,14 104:10 105:10 107:4 111:6 126:2,8 128:17
hearing 1:17,21 9:4 33:23 43:17 52:20 64:10 108:2 124:18 125:11
hearings 9:19
hearsay 95:1,2 95:21 122:22
heat 111:16
held 9:20 56:24 57:7 112:8,9,12
helpful 107:16
herald 3:23 35:1 45:16,18,25 47:19 55:17 57:19,23,24 58:13 59:11,17 64:6 76:17 78:8
herald's 59:3
hernandez 2:17
hey 104:3
hh 135:16
hialeah 56:25
hidden 45:3
highest 19:15 125:4 133:19
highly 130:2
hire 127:22
hired 6:5 109:23 127:24
historically 100:25
hold 14:14,14 14:16 24:23 25:7 55:7
holding 26:22 26:24
holds 120:15,17
holiday 102:17
holland 51:9
honing 107:21
honor 4:5 5:20 7:5,17 8:7,17 9:13 10:1,12,14 10:19,20 11:11 11:22 12:9,12 13:16,25 14:6 15:25 16:10,18 25:11 26:21 27:1 30:8 32:3,4 33:4,6,25 34:5 36:12,15 37:23 38:9 39:1 42:19 47:3,24 49:18 50:3,6,14,22,23 51:2 52:22 55:19 58:2 61:8 62:5 68:11 70:11,14 77:15 77:16 85:8,25 86:25 88:21 90:4 92:3,5,9,17 92:23 93:1,8 95:25 97:21 98:4 101:9 102:10,21 103:6 103:9 104:8 106:6,13,15 107:17 109:16 110:8 111:13 113:2,23 114:6 115:3 117:18 118:7 127:16,24 128:7 131:12,22 132:15,19 133:3 133:22
honor's 126:10 127:6
honorable 1:21
hope 102:16
hopefully 134:12
hough 108:12 110:12
hour 107:1 115:11
hours 102:17 107:8 115:16
house 17:22
housecleaning 7:17
housekeeping 9:3,6
hyphen 53:14

i

idea 36:2 129:24
identical 30:12 60:9 78:16
identification 26:9 29:12
identified 23:1 97:10 99:23,25
identify 27:5 73:11 98:7,19 98:25 99:17
impeach 43:16
importance 66:12 102:21 113:7
important 100:25 103:1,17 110:16 113:4
impossible 116:6
impractical 116:5
improperly 76:11
improvement 86:22 113:12 125:22 129:11

NOT AN OFFICIAL COPY - PUBLIC PROCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

inadequate 93:6
include 68:24 69:2 70:5 91:10 129:15 133:8
included 48:15 59:25 60:2 83:7 87:18 91:15,19 114:9,10 130:20 130:23
includes 55:14 59:22 63:14,17 63:18
including 20:20 38:5 55:13 64:5 66:7
incorrect 121:24
incredible 104:24
incurred 77:5
independently 113:19
indicates 13:12 71:9 90:5 94:19
individual 7:22 34:13 66:19 76:21
individuals 8:1 8:10 9:9 76:25
induced 125:19 128:16,24 131:17
inexpensive 128:6
inferences 117:1 120:10,12,24 121:1 130:21
inform 38:25
information 41:21 43:9 44:9 48:15 54:11 57:24 58:16 59:14 60:2,19 60:21 81:24 82:1,8 84:1,6 87:18,20,23 88:3,19 91:2 109:8,15 110:10 113:14 114:4
informative 119:8
informed 89:7
inheritance 121:20 122:5
initial 81:21
initio 93:15
injunction 52:1 52:17 66:24 67:5 68:22,24 69:21 74:1,6 75:8,9,13,15,16 75:23 123:2 124:22 125:13 126:10 127:5,6 127:13 128:25 129:2,4 130:6 131:18,19 132:19,22
injury 12:18 39:24 40:1 42:6 51:23 92:13,14 92:19 93:8,14 93:19 94:13 96:11,14
input 47:10
inquire 50:17
inquiry 5:10
insofar 48:9
instance 57:7 109:10
institution 54:5
instructed 43:22
insufficient 12:7 97:1
intend 94:5
intended 63:7
intent 30:4,9 63:18 121:16
intention 91:16
interest 4:2 40:17 52:2 92:14,15 121:21 122:6 132:5
interesting 111:14
internal 86:22 113:12
international 20:14
interruption 72:14
interviewing 119:5,8,9,10
introduce 32:1
investigation 112:13
investment 79:10
involve 46:6 86:21 87:23
involved 88:15 126:20,24 127:10
irrelevant 38:21 38:22 39:16 40:23 42:9
irreparable 12:18 92:13,19 93:8,14 94:13 96:11,14
issue 4:20 6:7 6:17 12:21 31:5 33:23 37:22 43:17,18 57:14 114:12 119:5 124:16 125:1 132:1 133:11,11 133:15
issued 57:20 60:6
issues 34:10 39:9
issuing 57:3
it'd 69:8

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

item 47:7 63:5 63:18 108:15,23
items 111:4

j

j 53:13
javier 3:8 6:2 52:23 53:4,11
jennifer 2:17 4:11 6:5
jesus 2:13 5:2,5 33:9
jewish 22:1
jobs 76:25
joining 22:21
jorge 2:17 4:8
jsuarez 2:13
juan 8:7
judge 1:22 4:10 6:8 7:13 23:25 28:21,24 56:6 60:23 62:15,21 74:5,16 75:20 75:22 89:4,14 90:20 93:17,23 94:11,20,23 95:7,12,22 96:6 96:15,21,24 97:6 98:21 99:2 99:22 100:2,18 101:15,18 102:13,15 115:8 115:20 117:8,24 128:17 132:24 134:8
judgment 111:9 128:18
judicial 1:1 10:5 16:1 25:2 96:1,4 96:5
jumped 92:23
jurisdiction 38:18

k

keep 126:25
key 101:3
kick 36:7,19 37:11 38:1
killed 22:11,15
kind 89:23 98:2 98:23 105:23 127:21
knew 39:13 85:1 86:7 87:14
know 9:2 22:25 24:14 25:19 30:2 40:12 45:7 46:15 48:18 61:22 63:14 65:10,21 67:6 67:25 68:4 69:8 69:22,24 70:1 72:10 74:4,4,5 75:15,19,20 76:15,20,20,22 76:24 77:1 80:15,21 81:23 83:16 84:25 85:20,21 86:12 86:14,14,17,19 86:20 87:10 90:16,23,24 95:4,6 100:21 102:3,4,9,14,14 102:17 105:19 106:1,9,10 107:13 113:5 117:15,16 118:5 126:10 127:8 128:11,11 129:18 130:25 132:3
knowledge 34:19 37:14 40:20 42:14 43:24 68:10 70:23 87:2 91:9
known 48:13 87:13 125:13
knows 104:16
knoxville 19:10
kuoni 51:17

l

l 53:14
label 32:17
land 33:19 35:19,24 36:21 37:13 38:6 41:18 43:6 44:7 44:23 46:7,13 46:16,17,23 47:9 48:12 65:2 65:7,9,13 67:18 70:19,24 73:5,9 100:23 103:16 104:11 121:10 124:1 125:22 129:10,13 132:23
language 59:24 83:6 91:13,14 91:20
large 1:24 54:2 135:7
late 48:14
law 2:6 5:2 8:21 12:19 37:6 39:19,22 40:11 42:7 47:11 51:22 57:9 60:18 62:1 66:1 66:7 82:8,12,13 82:25 83:2 92:17,18,24 93:4,6,13,18 95:10 96:10 98:4 103:11,24 104:5 105:11 106:2,3,11,16 106:22 107:7 108:14,21 109:2 109:3,8,11,15 110:3,10,13 111:10 113:25

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

114:7,19 115:2 115:3 117:19 118:2,19,23 119:3,14 122:8 123:8 125:14
law's 113:17
laws 16:5,8
lawsuit 33:16 39:21 41:8 45:14 65:14
lawyer 61:2 128:11
lawyers 69:3,16 69:20,22 73:19 73:22 74:2,10 74:15 94:9 127:9
leagues 98:1
leave 8:2 16:16 85:19 95:15
leeway 38:20 42:15 87:3
left 7:25 8:5,12 8:17
legal 54:4 59:3 60:24 62:14,20 89:1 98:9 99:2,3 104:13 123:20 124:10
legged 117:19
legislative 83:5
leon 2:3,7
lesson 101:12
letters 56:15
letting 14:19
ley 3:8 6:2 52:23 53:4,11,18 62:8 68:21 70:17 76:4 77:18 83:21 88:25 91:8 94:7 101:20 115:12 124:9 128:9 130:23 132:17 133:7,19
library 67:20 68:1 104:22 129:16 130:1
license 3:17 23:7 25:15,17
licensed 25:22
life 36:25 37:16 39:15
lift 27:1
lifted 127:5
light 97:2
lighthearted 105:24
likelihood 51:20 74:23 92:12 96:20 123:23
limited 97:12
line 35:11 39:18
listed 49:1 56:25 109:13
listen 49:6
litigant 41:2
litigate 96:19
litigation 54:5 69:9,13 73:21 89:2 93:23 94:4 126:21,24 127:7 133:10
little 17:22 60:12 78:17,22 79:2 80:11 81:3 81:11,15 125:17
live 17:11,20 18:20
lived 17:8,21,22 17:24 19:7,25 27:17
llc 51:10
local 55:17
located 16:3 81:4 85:2 121:22
location 1:12 13:6 19:21 60:11 78:12 80:23 102:25 106:23 108:9 110:5 114:3
lock 112:8
long 6:14 9:21 11:20 17:8,15 20:5 21:12 25:21 27:11 65:16 74:23 75:2 124:23 133:14
longer 27:15 71:18 72:21 74:3 89:12
look 34:21,25 129:10 130:14 132:4
looked 70:22 99:2
looking 70:3 119:13,13
lot 4:14 49:4 64:20 65:18 67:23 68:4 72:9 72:11 74:20 87:3 90:15 102:18 104:10 106:2 113:5
lots 85:22 98:8 98:12
love 95:16
lucie 118:21

m

m 1:22 2:13,14 2:17 15:18 51:9 135:6,15
ma'am 14:24
machinations 59:15
mad 36:21
made 22:18 40:18 41:13 45:25 48:13

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

55:7 59:19,21 67:3 85:11 96:3 97:6 102:18 106:12 122:22 128:18
make 5:10 10:25 12:15 30:4 36:7 37:11 37:25 42:9,21 43:12 62:16 78:1 96:8 98:5 104:13 105:4 106:13 117:24 120:5 122:14 125:21,25 130:21
making 44:22 104:16
management 51:17
manager 109:20 109:23 116:22 119:6 120:7
manager's 102:1,3 108:4
manner 9:24 118:3
manrara 2:14 5:1
marked 26:8 32:23 61:8 77:10
market 126:4
married 17:13 17:13,15
marvin 1:5 3:3 4:3 8:23 12:25 14:11 15:9,18
matter 9:6 38:16,19,19 42:10 63:19 79:22 95:11 97:10 98:17 99:2 102:13,20 110:6 111:1 116:21 117:5,10 118:4 122:11 125:10 133:9
matters 54:6 83:20 100:22 109:12 120:1
mavel 1:21
mayport 18:24
mcclatchy 58:12
mclean's 116:24
mean 48:8 61:1 62:22 78:5 84:13 95:1,5 99:12 122:2
meaning 64:13 99:3 106:24 116:1
means 10:7 55:12 78:4,6,8 99:5 121:19 129:21
meant 48:11
mechanics 111:2
mechanism 63:3
media 54:15 67:23 68:4
mediums 54:14
meet 35:23 51:12 52:14
meeting 3:25 30:17 34:18,22 35:2,5 36:3 37:24 39:5,14 40:21 45:2,3,11 45:16,18 46:3,5 46:8,11 47:14 47:15,17,18 48:5,9,10,14 55:3,8,9,10,11 56:23 57:5,7,13 59:6,20 60:5,6 60:20,22 61:15 63:6,8,16,19,20 63:21,22 64:11 64:13,15,17,21 66:14 76:8 77:2 77:4 78:13 79:5 79:7,9,23 80:2,3 80:7,10,16 81:19,20,25 82:2,5,6,21 83:12,17,19 84:2,8 87:24 88:4,20 89:19 89:25 91:10,18 97:23,24,24 103:22 106:23 106:24 107:1,6 107:9,22 108:10 108:17 109:14 109:19,22 110:23 111:2,6 111:7,23,24,25 112:5,7,9,12,12 113:6,24,25 115:10,11,14 116:20 117:4,7 117:17 118:5,25 120:20 121:3
meetings 54:9 54:13,25 55:12 55:13,14 57:11 60:19 61:24 64:19 76:22 79:11 111:18
megaphone 112:9
member 34:14 42:6 64:3 66:21 103:25 104:1
members 36:3 41:25 44:13 46:10,15 63:14 64:4,7 65:24 66:16 82:20 111:7 119:25 122:10

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

memorandum 30:22 40:6
mentioned 42:12 92:23 109:16,18 124:15
mere 93:12
merits 51:21 92:13 96:20 123:24
message 13:9
mestre 2:3,17 2:17 4:8,9
met 33:18 47:5
meting 60:14
miami 1:2,8,12 1:13 3:23 4:3,23 4:25 5:8,13,15 5:18,21 6:1 7:8 7:19 8:18 17:21 17:24 18:5,6 19:24 33:11,15 34:25 35:5 36:9 45:16,18,25 47:19 51:16 53:20,23 54:3 54:18,20 55:4 55:17 57:18,23 57:24 58:13 59:2,11,17 64:6 68:6,8 76:16 78:8 79:6 80:21 85:4 90:9 104:21 107:5 135:4
microphone 15:2,4,5
middle 104:25
military 18:13
million 45:7 46:6 48:13,17 49:5,8,14 70:20 70:25 71:13,24 72:8 94:17,18
millions 44:23
mind 5:11
minimal 76:9,19 94:2 96:16 123:7
minute 111:24 115:7 117:21 127:21
minutes 48:6
mischaracterize 89:11
misstated 101:3
misstating 84:24
mistake 5:14
misunderstood 81:8
mix 64:10
modification 102:5
modified 116:25
moment 74:7 87:14 90:3 102:15,22
momentousness 103:16
monetary 71:8 85:23 90:25 99:1 104:15
money 68:23 71:7,11 90:8 99:19 126:7 127:2
months 22:23
morning 4:10 11:18 57:21
motion 3:6 7:18 7:20 10:8,13 12:6 51:12 52:8 52:16 96:3 115:5
motivation 41:10
move 16:15 19:21 75:24
moved 18:6 126:16
moving 65:23 76:15
multiple 13:6 66:4 84:20,21
museum 129:16
mute 13:9,10 14:7,21

n

n 3:1 15:18,19 15:19
nail 31:4
name 4:11 15:16,17 17:11 21:11 53:9,13 101:25 129:12
named 7:25
names 63:15
narrow 36:17
natasha 7:7
national 21:4,5 21:6,8,10
nature 69:11 100:14 116:9
navy 18:16,17
nearly 60:8 78:15
necessary 54:11 67:3
necessity 108:15 108:23 111:4,9
need 9:12 11:25 16:12 30:21 59:20 77:3 82:25 83:4 95:4 109:1,4 130:24
needed 9:3 114:8,9
needs 13:1 110:4
negative 101:12
negatively 121:25
never 85:15

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

nevertheless 125:13 131:11
new 74:25 75:1 75:1
newspaper 55:17
newspapers 54:15
nicole 24:25
night 134:14
nine 54:19,23
nominal 128:22
normal 57:22 64:11,14,21 116:5
normally 64:14
northeast 53:20
notable 106:17
notary 1:23 135:7,16
note 81:23 110:16
notes 135:11
notice 3:22 7:18 7:21 8:3 10:16 10:18 11:9,13 11:14 30:10,12 30:17 31:2,2 38:14,25 43:15 45:13,24 46:11 47:6 55:15 56:20 57:3,10 57:13,18 58:16 58:17 59:4 60:5 60:6,15 63:8,10 63:12 75:22 76:8,13,15,18 77:7,9,25 78:4,6 78:12 79:5,7,17 80:18 81:2,18 81:24 82:7,9,14 82:16,17,19,22 82:24 83:11,22 85:21 86:7 87:1 87:9,21 88:8,10 89:18,24 90:1 91:17 94:1,15 96:1,4,5,25 97:7 97:10,11,12,17 97:22 98:2,4 100:11,12,14,16 100:21 101:13 101:15,17,20,21 103:11,20,21,24 104:6 105:12 106:21,25 107:5 107:8,19,20 108:1,2,5,8,24 108:25 109:4,18 110:1,5,22,23 111:1,15,23 112:24 113:15 113:17,21,21 114:8,16 115:23 115:25 116:4,8 116:8,18,19,23 117:2,3,9,14 118:22,24 119:15,15,17,25 120:11,13,17,18 120:19,25 121:2 122:9,17 123:8 126:25 127:15 127:17,18 128:22 132:4,10
noticed 55:10 55:11 66:14 76:8,11 108:17 111:25
notices 54:12,13 59:4,25 60:3,9 63:6 78:16 79:8 79:11 83:7 87:18 91:16 109:6 132:5
noticing 54:8 56:22 127:1
notifying 82:20
notwithstanding 112:11
nuances 66:10
number 3:17,18 3:19 26:6,8 28:2 28:4,6 29:15,19 29:21 38:4 40:2 73:3,4 82:11 100:4 126:12
numbers 72:9 72:11

o

o 53:14,14
oath 6:6 14:8,13 15:11 16:4,12 53:6
obey 129:4
object 34:1 36:12
objection 9:16 9:25 26:4 27:25 29:17 33:20 35:9 37:17 43:13,19 46:25 52:3 60:24 62:5 84:4 85:5,25 86:1,24 88:21
objectionable 46:18
obligation 61:19 61:21 103:21
observed 125:9
obvious 105:20
obviously 60:10 60:13 80:24 124:1,17
occurred 22:19 57:25
occurs 126:1
october 1:14 135:12
offer 23:16 26:1 27:22 29:14 30:9,18 126:3

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

offered 62:17,18
offering 31:3
office 6:9 48:23 54:10 55:5 88:11,16 112:14
officer 64:1
oh 7:10 10:4 21:10 25:23 26:19 44:16
okay 5:16 8:20 9:7,23 12:3,23 14:21,23 21:9 23:18 24:24 26:19 27:21 31:23 37:2 40:12 42:17,23 43:1 56:14 68:18 71:7,21 77:23 81:5 84:23 92:7 93:16 100:17 102:6 108:1 128:17
old 18:10
once 73:8 124:1
ones 91:19 105:3
ongoing 74:19
online 78:7
open 112:3
opened 112:8
operating 64:1
operations 54:4
opinion 33:17 45:14 46:22 62:2,6,13 72:25 83:16 115:21 118:1
opinions 62:4 75:1 82:12 83:3
opportunity 31:18 32:12 103:12 120:3 122:12 134:5
opposed 124:17 127:1
opposing 131:19
opposite 109:24
opposition 30:25
option 132:3
order 51:4 74:5 97:25 128:5 133:3 134:3
orderly 110:21
ordinance 93:15 110:24
ordinary 98:11
original 81:5
orkin 51:7
outcome 117:11
outside 18:20 43:13 65:21 90:17
outweighs 51:24
overall 130:14
overruled 34:2 47:1 84:5 85:14 86:2,5 87:6 89:5
oversee 54:4
oversight 7:24
owed 41:24 44:12
own 42:19 72:21,23 108:20
owned 98:18
ownership 121:21 122:5
owns 17:10 71:21 72:17

p

p.m. 1:15,15 134:16
page 3:2,16,21 28:19 29:11 40:10 56:22 59:3 107:24 108:7,11 110:19 119:16,23 120:8
paid 127:3
palm 93:10
palmetto 17:6 17:23 21:4
pandemic 111:16,19
papers 101:15
paragraph 120:8
paralegal 28:24
parcel 88:8
parcels 70:2 84:15 85:2 86:7 100:17
parent 58:12
parris 101:7 106:19 111:12 111:14 112:18 112:19 118:11 119:16 123:18
part 41:16 60:8 74:6,9 88:7 111:8 119:18
participants 9:21
participate 47:16
participation 46:9 47:7
particular 39:13 48:10,11 49:2 63:17 89:20 105:14,17 108:3 116:3 119:20 120:18 121:17 123:18 123:24 133:11
particularly 66:11
parties 9:22 10:8 13:18 80:22

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

partner 4:8 103:9
parts 79:18
party 8:17 10:9 92:14
passport 3:19 23:7,8 29:6,8,23
past 55:14
path 127:14
pause 124:25
pay 73:1
payment 90:12 90:25
peace 104:24
pendency 120:1 122:11
pending 10:13
people 13:6 64:10,16,18 95:20 106:24
perceive 9:22
percent 125:3
perfectly 42:22
perform 6:6
period 68:5 75:17
periods 114:1
perjury 112:16
permanent 17:3 19:21
permit 23:11,12
person 8:5 42:6 59:19 64:2 71:6
personal 20:24 22:8 87:1 102:22
personally 71:1 83:24
persons 66:16
petitioner 51:23
ph.d. 19:17
photocopy 3:17 3:18,19
physical 39:5
picture 25:16
piece 71:4 103:2
pine 51:10
place 81:16,17 103:17 105:2 106:23 110:5 116:20 117:9 118:2 124:22 131:4
placed 108:15 108:23
plaintiff 1:6 2:2 3:5 4:4,7 8:22 8:25 12:8 26:8 28:4 29:21 39:4 39:13 40:15 49:22 50:5 51:19 52:19 85:12 106:5 107:19 108:19 114:13,23 121:11,23 131:5
plaintiff's 3:16 11:23 12:5 28:2 29:19 41:5 51:12 55:25 107:11 111:13 113:9 114:6 115:5 122:20 132:21
plaintiffs 41:16 115:1 123:25
plans 22:19
please 14:14 15:15 25:5 38:9 44:3 53:1,10,18 125:8
pllc 2:11,17
plus 110:21
podium 13:22 105:21
point 16:1 40:18 73:14 79:3 94:11 96:8,9 104:7 114:11 117:8 127:4
pointed 93:20
points 7:25
policy 85:11 86:3 104:14 105:4 127:20
political 41:3,9 46:7
politician 47:9
politics 124:7
ponce 2:3,7
port 118:21
portal 11:6
portion 78:24
position 20:15 20:17,18 54:18 62:16 109:8 119:10 120:7,7 128:4 130:12 132:1
positions 20:18 20:19
possibility 67:18
possible 27:1 51:24 129:7
possibly 42:8 74:25 117:16
post 67:23 106:25
posted 3:22 54:14 56:21 80:18 106:24 107:5
posting 52:11 76:15
postsecondary 19:1,8,13
potential 70:6 81:12 83:12 84:8 89:2 91:11 91:20 97:1 105:15 117:11 120:22 121:5,6

NOT AN OFFICIAL COPY. PUBLIC ACCESS - NOT AN OFFICIAL COPY. PUBLIC ACCESS

123:21
potentially 38:5 69:15
pr 1:5
practice 57:22 63:4 65:10 127:25
precise 115:22
precisely 117:8
precluded 62:19
prejudice 7:19 8:9,10
prejudicial 37:18
preliminary 52:16
premise 76:12
prepaid 10:22 22:22
prepared 59:9 83:21 128:10
prepares 76:18
preparing 105:23
preplanned 10:22
present 2:16 4:7 10:9 17:23 31:20 51:19 63:21 64:15 120:3 122:13
presentation 12:23 133:25
presentations 64:20
presented 9:17 52:14,19 105:18 105:25
presenting 51:6 64:18
presently 10:22 20:24
preserve 51:4
president 20:22 36:20,25 37:16 38:3 39:6 41:13 41:22 43:10 44:10 63:23,24 64:1,3 77:3 89:8 104:23
presidential 67:20,25 104:22 129:16 130:1
press 37:15 56:21 57:15,18
presuming 75:24 76:10
pretty 25:8 28:16 70:2 119:7
prevent 130:7
previously 61:8 113:14
price 22:23 71:12,14
principal 30:5
print 59:17
printed 25:3
printout 3:23 59:2
prior 11:18,18 12:2 21:18 35:19 54:19 59:5
privilege 88:23 102:23 103:14
probably 4:14 27:3 67:12 69:25
probation 9:19
problem 32:4 103:19
procedural 16:1
procedures 111:3
proceed 9:23 127:14
proceedings 4:1 59:21 134:15 135:9
process 65:22 67:7 70:8 75:21 76:7
professionalism 133:24
professor 20:20
prohibition 121:15
project 105:18
promised 36:16
prong 123:22
proper 8:17 32:9 94:1 130:15
properly 76:8
property 17:10 17:12,14 36:9 45:8 48:20,22 49:1,9,10 55:6 65:11 67:24 71:2,4,16,17,22 72:3,7,12,17,22 72:23,25 73:6,8 73:24 74:15 86:8,22 94:15 95:23 98:18 100:20 102:10 102:25 113:11 121:22 124:5 125:21
proposed 90:8 133:2 134:3
protecting 40:17
proven 123:25
proves 104:7
provide 66:9 124:4 125:5
provided 23:3 46:1,2 88:19 108:8 110:23 113:14 117:5

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

provides 81:23 113:13 123:9
providing 64:7
provisions 83:6
psychology 19:19 20:20
public 1:23 3:22 12:18 34:10,12 34:15 38:25 39:23,24 40:2 40:16 42:7 45:1 45:3,5 46:2,4,7 46:11,20 47:6,7 47:10,16 48:12 48:13,21 52:1 55:1 56:20 58:15 59:3 60:2 60:9 61:24 63:10 64:5 66:8 66:11 82:20,21 83:18 88:8 91:16 92:19 93:14,19,21 96:2 101:21 102:6,20 103:3 104:17 108:8 109:13 110:22 111:1,8,20 112:4,4 113:7 117:2,6,10,12 118:5 120:1,11 120:13,24 121:2 122:10 135:7,16
public's 40:17
publication 3:23 54:12 57:25 58:11,15 59:3,12 80:25
publicly 37:14 57:10 66:14 108:17
publish 55:12 59:16 61:20 63:5 78:7 87:21
published 45:18 45:24 48:21 61:5,6,16,17 63:1,2 88:10 113:22 114:1 115:14,16
publishing 3:24 55:15 57:17 58:6
purchase 71:12 71:14
purchased 17:12,14 71:24 72:4
pure 125:18
purpose 45:2,9 46:3 57:2 80:2 84:2 87:24 88:3 88:20 89:19 91:9 116:7 131:20
purposes 46:7 96:13
pursuant 38:14
pursuing 19:8
purview 90:17
put 15:13 32:22 45:12 59:15 63:23 87:21 102:2 127:17 132:6

q

qualify 54:17
question 30:17 42:13 43:14 44:3 48:10 49:6 68:14 71:20 81:2,6,7,22,22 115:9 118:16 125:20 127:12
questioned 48:3
questioning 31:15 42:25
questions 31:18 40:19,22 45:20 49:24 70:10 89:13 91:25
quickly 69:10 133:16
quincy 110:9
quite 22:25
quote 78:17
quotes 30:24

r

r 15:18 53:13
raise 14:9 15:7 53:1
rather 83:2,5 132:9 133:16
rbrodsky 2:9
reaching 57:22
read 93:9 118:1
reader 81:18
reading 118:20 121:14
ready 118:9
real 65:20 69:3 69:17 73:18,22 74:10,15,16,17 74:19 81:12 83:12 84:8,11 84:14,17,19,20 84:21 85:17 91:11,15,20,23 94:8 97:1 98:20 98:22 100:6,7 100:13 103:2,22 105:15 117:13 120:22 121:5,7 121:9,18,22 124:24 125:20 126:6,7,7,16,18 126:23 127:3 130:23 133:8,12
really 31:4 123:9

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

reanswer 81:22
reason 48:25 49:7 52:15 67:14 104:7 114:18 123:2,9 133:18
reasonable 38:13 43:14 82:14,17,19,22 82:24 87:5 98:6 100:11 101:15 101:17 103:11 103:20 108:6,25 109:3,6 110:1 113:17 116:19 117:1 118:22 119:15,17,17,25 120:4,10,12,24 121:1 122:9,14 122:18 123:8 124:4 125:5 130:21
reasonableness 87:1
reasonably 54:13 116:23 125:14
reasoning 104:20
reasons 36:19 122:18 123:15 132:8
rebuttal 115:7 117:21
rebutted 132:17
recall 30:11 67:22
recap 12:4
receive 24:16 65:25 99:15
received 24:20 55:4
receiving 57:12
recent 80:17
recognize 21:10 56:17 58:8,24 61:11
recognizes 61:10
recollection 88:13
record 8:1,8 9:16,25 11:1,20 12:15 13:7 15:17 41:16 51:5 53:10,19 59:21 62:7 94:21 96:2 98:17 99:7,25 115:9 117:25 122:16 130:17 132:18 135:11
records 48:21 55:1 61:25 66:8 66:11
redirect 3:4,10 31:19 47:23 48:1 91:5,6
redo 74:25 75:10 130:24
redoing 76:7
refer 40:4,5 48:17
reference 36:8 79:21 116:2
referred 106:7
referring 11:12 48:18 55:23 75:11 77:20
refers 111:9
reflects 59:4
regard 76:23 79:1
regarding 42:13 42:15,25 124:8
regardless 91:8 95:11 96:7
regards 66:18
regional 54:20
registered 27:8 27:12,19
registration 3:18 27:6
regular 55:13 64:15,17,18 65:10 80:9 83:19
regularly 21:19
related 30:16 49:8 85:21 111:1
relates 48:9
relation 101:23
relative 115:25
release 49:20 56:21 57:15,18
relevance 84:4
relevant 37:22 38:24 39:8,11 39:12 43:23 110:14
relies 108:12
reluctant 31:1
rely 95:3,4,18 125:15
relying 122:19 122:21,23
remaining 68:16
remedial 94:1
remedy 51:14 51:22 93:6,18
remember 48:5 101:18 129:12
remind 16:12
renewed 116:25
repeat 79:25
rephrase 38:23
report 135:9
reported 37:15
reporter 1:22 1:23 4:12,13,21 6:4,10 7:2,3 64:6 135:6

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

represent 33:10 92:15 128:7
representations 125:17
representative 39:23 40:16
representatives 105:8
representing 5:12,15,18 46:19
republishing 124:18
request 68:3
requesting 55:6
requests 49:21
require 39:20 39:22 60:18 83:6 104:5 107:7
required 82:8 98:10 101:16 106:22 108:20 108:22 110:19 113:8,15 114:13 114:17,18,19,20 114:24,24,25 116:10 118:17 120:16 124:9 130:16
requirement 11:13 62:1,3 100:9 105:10 109:11 113:18 115:11 116:7 123:7
requirements 88:8 110:3 114:14
requires 82:13 106:16 118:2,3 122:9
requisite 60:1
resent 37:4,8
reserve 32:5
reset 12:6
residence 17:3 30:5
resolve 132:6
resolved 125:1 133:16
respect 37:6 76:12 119:17 126:12,13 127:7
respectfully 39:1 131:13
respond 59:12 69:10 103:12
responded 46:12
respondent 51:25
response 46:8 105:9
responsibilities 54:1
responsibility 87:17 88:2
responsible 54:10
rest 9:4
restate 44:2 52:3 81:9
restriction 66:15,18
restrictions 112:3
rests 3:5,11
result 67:5 88:10 90:25 94:10
retired 20:3,6,9
return 86:13 134:9
returned 99:18
reversed 75:9 75:14
review 24:18 39:22
reviewing 70:3 105:22 124:25
rhea 119:24
rhine 16:23 22:5 50:2
richard 2:8 4:6
rid 129:1
ridiculous 37:3
right 4:9 5:9 6:24 8:22,23 12:24 14:9 15:7 16:11 17:17,19 32:6 34:23 35:2 41:3 45:1,5 47:14 53:2 77:12 78:21,23 81:13 82:3 85:3 85:7 87:19,22 87:25 89:21 95:7,8 100:23 102:12 103:7 104:13 105:4 107:2 112:18 124:19
rights 116:9 120:2 122:12
river 16:23 22:5
rivero 2:3,5,17 3:9 4:5,6 6:8 7:17 8:7,13 9:5 10:18 11:11,16 12:9 49:23 50:6 52:5 56:6 58:20 58:22 60:23 62:5,15,21 70:14,16 72:15 77:15,17 84:10 85:6,18 86:11 87:16 88:24 89:4,9,13,16 90:3,6,20,22 91:4 92:9,11 93:7,17 94:20 94:23 95:7,22 95:25 96:6,19 96:22,24 97:6 97:16,18,20

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

99:14 100:18 101:11 102:13 103:13 115:8 117:22,24 124:15 132:24 133:2 134:7
riveromestre.c... 2:5
riviera 109:9 110:10
road 130:13
role 53:22 54:7 54:17
room 35:14 36:14 104:2 105:13
rooted 124:7
roughly 21:13 21:14
routine 97:4,4
routinely 97:14
rubio 134:3
ruiz 1:21
rule 10:4 16:1 118:9 125:9
ruling 3:13 132:7
rumblings 67:24

s

s 1:6,9 2:2,11 3:15 6:23,23 7:7 7:7 53:14
sale 121:19 122:3
sapp 101:10,11 101:18,24,24 107:10,12,13 108:4 110:9 116:13,14,15,18 118:11 119:21 119:22 120:6,15 120:17,23 123:18
sarasota 12:19 12:20
satisfactory 11:19
satisfy 93:3,5 113:16
save 12:22
saying 41:7 73:4 73:17 74:7,14 75:7,8 88:6 93:2 108:21 109:10 129:1
says 13:10 40:4 95:10 98:6 99:16,18 108:13 109:3 110:20 113:10 114:2,3 114:3,8,12 116:16 119:16
scenario 119:11
schedule 55:9 66:5
schedules 77:5,6
school 27:18
scope 33:22 37:18 38:18 43:14
scorched 131:14
screen 13:11 23:11
scrutiny 104:18
search 120:6
seat 92:1
seated 53:8
second 4:17 15:24 26:12,16 28:19 29:10 36:1 77:19 92:16 120:8
secondary 96:9
secondly 39:19
secret 45:2,11 45:15,17 47:14 47:17,18 48:4,8 67:17,21
section 93:5 121:16,18
see 4:12 9:7,22 17:1 23:13,14 23:22 24:15 25:7,10 26:21 28:14 29:3 34:22 35:1 36:14 42:21 95:18 102:16 124:5,13 134:6
seeking 57:5
seems 85:13 124:21 125:2
seen 27:3 48:20 104:20
sees 27:2
segovia 8:7
self 125:19 128:16,24 131:17
senate 105:7
send 13:9 24:25 58:14
senior 64:1
sense 129:5
sensible 119:18
sensitive 74:22
separate 38:16 69:16 133:9
september 34:18 35:20,24 36:5 55:2 56:23 59:6 60:5 61:15 61:18 65:3,5 88:12
serious 41:19 43:7 44:8
serve 52:1
served 18:17 68:8,16
services 109:9 109:16
session 47:6 66:4,9

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

sessions 66:4 80:20
set 1:17 68:23 69:20 76:21 129:23
setting 10:10 95:14
seven 107:6
seventy 107:8
several 20:19 22:23 63:5 67:22 109:5
shape 30:3
shiggs 6:23 7:7 14:8,18 15:1,5
ship 16:23
short 35:16
shorter 113:25
show 28:12 55:19 58:2,18 61:7
showed 59:6
showing 29:11 59:6 93:12
shown 23:1 31:6 49:9
shows 29:12
sic 4:24 5:1 26:6 52:25 115:21
side 23:4 25:17 54:22 93:22 99:10,13
sides 125:7
signature 135:15
signed 104:24
silver 12:19 92:25
similar 90:2
similarly 80:13
simply 101:17 115:19 128:17 129:4 132:22
simultaneous 38:8 44:15,19
sincere 123:6
single 106:11
sir 14:16 15:14 15:20,23 16:12 16:17,20,22 17:2,4,17 18:1 18:13 19:18 20:6,11,25 22:2 22:6,10,13 25:10,14 26:17 27:5,13 28:14 29:3 30:7 33:13 45:21 47:16 49:11,15 50:9 51:3 56:17 58:8 61:13 62:25 77:24 82:11 84:11,17 85:19 89:10 129:17 130:8 131:23 132:12
sit 90:11
sitting 64:5 127:16
situation 115:24 119:1,20
situations 116:6
six 18:7
social 54:15 67:23
solely 41:21 43:9 44:10
solid 30:3
somebody 6:15
someone's 39:15
somewhat 83:15 91:14
son 17:24 103:15
soon 28:16 57:12
sorry 14:16 18:8 20:12 38:11 47:25 58:20 65:4 81:1 90:19 99:22 125:24
sort 57:3
soto 3:8 6:2,3 52:23,25 53:4 53:11,18 62:8 68:21 70:17 76:4 77:18 83:21 88:25 91:8 94:7 97:3,6 124:9 128:9
soto's 101:20 115:12 130:18 133:7
south 17:21,24
southwest 17:6
sparingly 51:14
speakers 38:8 44:15,19
special 1:17 3:25 55:3,9,13 56:23 60:4,13 60:20 61:14 64:12,17 79:5,7 79:22 80:6 81:25 82:4,6 83:17 91:18 97:22,24 107:6 107:8 108:9 113:24,24 115:11 117:4 120:20 121:3
specific 11:14 60:16 63:12 72:10 82:15 97:18 101:24 107:23 109:1,4 109:5,12
specifically 5:21 107:17 109:3 116:16
specificity 100:5 100:7,8,10

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

101:4 104:6 105:11 114:12 114:14,19,20,25 118:16 120:16
speculation 125:18 128:3
speculative 130:2
speedy 41:17 43:6 44:6
spell 15:16 53:9 53:12
spreading 111:21
ss 135:3
st 118:21
staff 63:25 64:4 64:6
stage 40:15
stand 52:24
standard 55:12 58:14 59:24 89:23 91:14
standing 12:7 122:23
start 9:4 51:6 70:18 92:16 129:14
state 1:24 6:15 16:3,6,8 19:7 25:22 27:9,12 27:19 30:5 35:8 36:10 41:15,19 43:7 44:7 46:24 53:9,18 59:18 60:23 67:19 82:25 85:23 86:9,23 87:11 105:6 112:14 113:12 119:16 121:22 129:10 135:3,7,16
stated 30:9 62:6 69:14 78:9,25 80:13 89:17 92:20,22 122:18 123:15 128:9
statement 43:12 43:18 44:22 48:4 83:12 97:7
statements 42:4 95:19,20 122:22
states 18:16 19:6,7 43:5 78:12 99:24 104:23 120:9
stating 30:22 45:10
stationed 18:22
status 65:1,4,6,8
statute 60:1 121:14,17
statutorily 118:23
stembridge 108:12 110:12
stenographer 6:19 7:5 135:15
stenographic 1:23 135:11
stenographica... 135:9
stick 38:19 40:18
stipulated 32:2 123:1
stipulation 26:5 28:1 29:18 32:18 56:5,7
stool 117:19
stopping 74:13
stops 74:12,12
straw 51:10
street 1:13 17:6 56:25
stressful 9:10
strongly 22:16
struggled 119:2 123:10
students 129:25
suarez 2:13 3:4 3:9,10 5:2,6,7 5:23 7:24 9:13 9:25 10:4 11:10 11:21,22 12:1 13:19 15:25 16:13 24:17,20 26:4 27:25 29:16,17 31:25 32:3,8,11,21 33:6,8,10 34:6 35:16,17 36:15 36:23 37:23 38:7,9,10,11,12 39:1 40:13,24 41:11 42:19,23 43:1,3,22 44:4 44:17,21 45:20 46:21 47:12,21 50:1,14 51:2,4 52:22 53:17 55:19,22 56:3 56:11,14,16 58:2,6,7,18,21 58:23 61:4,7,12 62:24 68:11,15 68:20 70:10 84:4 85:5,8,25 86:3,24 87:4 88:21 91:7,25 92:5 98:14 103:8,9 117:18 132:15 133:22 134:5,9,11
subject 12:11 60:25 70:18 74:22 79:22 104:17 110:6 116:21 117:5,10 118:4
subjective 72:24 118:17
submit 10:12 57:24 58:15 59:10,11 133:2 134:2

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

submitted 42:2 58:1,17 94:15 95:12 125:16
subsection 40:9
substance 33:16
substantial 51:20 92:12 123:23
success 51:21 92:12 96:20 123:23
sudden 69:21
sue 132:2
sued 132:3
suffer 67:6
suffice 7:9
sufficiency 52:8 106:21 107:18 108:1 112:23 116:1
sufficient 38:25 46:1 52:19 107:2,20 110:2 110:7 113:22 118:4 120:18 123:11
suggest 26:25 37:9
suite 2:4,7
summary 111:8
summer 67:22
summertime 68:5
sunshine 12:16 38:14 41:8 42:7 54:25 57:6 61:24 65:25 66:7,11,14 92:18 93:4,4,13 94:14 103:24 108:14,21 109:11 110:3 111:10 112:15 112:15 113:17 118:23 123:8
suntrust 21:17
supplement 11:20
support 64:8 109:7 115:10
supports 106:3
suppose 128:13 128:14
supposed 94:8
supreme 70:7 131:16
sure 8:5 10:25 50:20 57:4,20 59:24 62:16 63:13 65:8 69:18 71:20 78:5 79:4 80:13 81:1 91:13 96:8 97:23 98:5 117:25
surprise 68:2
surprised 123:7
surveys 75:1 130:25
sustain 37:19,21
swear 6:16
sworn 14:3,12 15:10 53:5
synagogue 21:20
system 11:4

t

t 3:15 53:14
tab 107:15 110:14
tactical 93:24 94:3 96:17
take 4:17 32:4 50:4 52:7 62:13 65:16 67:3 76:16,24 79:18 79:20 84:25 87:22 93:25 96:1,7 100:21 110:11 111:12 130:14,16 131:6 131:13,15,15
taken 8:21 63:20 69:12 110:22 133:16
talk 31:21 101:4 103:22,25 105:13 107:12 116:14 129:6
talked 49:14
talking 38:3 70:20 73:22 77:10 97:19 98:23,24 100:9 100:10 113:5 133:10
talks 104:25 105:1 107:17,25
tamez 51:10
technical 64:8
technology 10:10
tell 15:16 31:8 34:9 40:11 65:18 70:21 72:1 74:8 79:2 80:11 81:2,18 87:13 90:23 106:13
telling 97:7 107:11
tells 121:9
temple 21:23,25
temporary 51:25 123:2 124:22
tennessee 19:11 27:17
term 99:5 115:25
terminate 75:23
terminated 116:25

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

termination 102:4
terms 30:13 65:13 73:10,12
test 42:3
testified 14:13 15:11 38:2,4 53:6 78:21,25 97:3 124:9 133:20
testify 10:6 61:2 62:23 127:8
testifying 62:11
testimony 9:16 10:9,21 48:5 59:22 89:11 97:9,12 107:4 115:13 123:13 124:8 126:14 130:18 133:7
text 30:13 59:8 59:10
tfank 51:8
thank 4:22 5:20 6:25 7:10,11,13 13:13,24 16:18 23:20 24:7 28:10,20 33:4,6 33:14 34:5 35:13 36:15 43:2 45:4 47:3 47:21,22,24 49:17,18,19 50:3,22 52:22 53:15 55:22 62:20,21 70:12 77:15,16 91:4 92:2 102:12 103:6,7 115:6 118:7,8 130:7,8 131:22,23 132:12,13 133:22,23,23,25 134:13
thebrodskyla... 2:9
thing 27:2 93:20 98:21 99:18 117:12 129:5
things 4:14 38:5 40:25 62:12 65:19 75:1 76:1 83:1 122:3 131:1
think 6:10 12:14 13:5 19:11 26:13 27:19 30:11,21 31:9 33:17 34:9 39:7 39:11 41:11,14 42:3,14,20 43:21 46:7 47:4 47:8,10 50:18 52:18 69:24 72:24 75:12 83:16 87:9 90:14 95:14 96:7 98:8,9,11 100:20 101:11 103:2 106:16 107:11 113:4 124:23 131:11 132:8,25 133:12 133:15,18
third 23:9 26:13 51:18 92:17 101:7 112:20 116:14 128:20 131:15 133:17
thought 10:2,17 72:5
threat 36:25 37:15 38:16 42:16,17,25 51:23
threatened 36:19 39:15
threats 39:6 40:22 41:12 42:9
three 21:14 27:18 30:11 64:2 89:13 100:17 108:3,6 116:16 119:12 127:18
thrown 72:10
time 1:15 20:21 20:23 28:20,23 33:3,3 43:20,24 45:24 51:6 60:11 74:21 75:17 76:17,24 76:25 78:12 79:25 80:23 85:1 86:12,16 86:20 87:8 102:18 106:22 107:2 110:4 113:25 116:14 116:19 117:4,9 118:2 120:4 122:14 133:20
timely 54:13 106:24 107:3 110:6
times 66:5 74:20
timing 69:11 76:22 77:25 108:9
title 72:20 79:4 79:15,20,21 80:1,14
titled 80:6
titles 64:2 74:25
today 6:22 11:18 12:6 43:19 71:21 72:13,16 90:7 90:11 105:23 107:4 115:4 122:24 129:23
together 4:6 17:12 62:3 64:3
told 33:15 101:21 117:12

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

tonight 134:4
took 94:3
top 71:15 109:19 120:9
topic 90:21
total 124:14
totally 37:8
tower 85:3,22 98:13 100:24 102:24 105:2
town 93:10
training 65:24
transacting 65:11
transaction 65:20 67:7 69:4 69:17 74:13 76:3 84:9,12,14 84:18,19 85:17 90:8 91:1,16,23 98:23 99:4,4,11 100:2,5,6,15 104:9,10 117:13 121:7,10,12,13 121:24 123:20 123:21 126:1,9 127:6 130:3
transactional 54:6
transactions 67:8 74:20 81:13 83:13 84:16,20,22 91:12,21 97:2 98:20 103:23 105:16 120:22 121:5
transcript 135:10
transcripts 70:6
transfer 35:19 36:22 37:13 41:18 43:6 44:7 46:16 55:6 65:17 67:8,19 72:20,20 73:5,8 73:9,23 74:12 74:13,15 75:25 85:22 86:21 99:23 121:15,18 121:19,21 122:2 122:5
transferred 87:12 124:2 125:22
transparency 101:5 106:18 118:20
travel 70:6
treaty 104:24
trial 43:16
tried 41:17
trip 22:4,12,16 22:19,21,23
true 82:13 135:10
truist 21:17
trump 38:3 67:20 125:24 129:9,13
trump's 36:20
trust 46:20 86:22 113:12
trustee 66:2,19
trustees 5:8,22 7:23 8:11,14,18 8:24 33:11 35:5 35:23 47:5 57:8 63:25 65:3,25 66:3,10,13,21 68:7 75:24 76:23 79:6,23 81:12 85:12 103:21 104:19 105:5,12 113:11 120:21 121:4
truth 95:9
try 14:18 23:15 24:22
trying 73:23 74:11 78:17 96:11 119:3,3
tuesday 1:14
turn 28:19 50:12 77:7 105:21 107:24 108:11
turns 99:10
tweet 37:7
tweeted 36:6 37:24
tweeting 39:5
twelve 70:1 84:14,15 85:2 100:17
twenty 107:7
two 35:6 59:5 64:4 75:13 100:17 106:17 107:8 112:10 126:12
type 60:19 67:4 74:18 80:16 90:1 97:4 118:24

u

u 15:19
un 13:9,10 14:21 132:17
unavailability 51:21 93:6
unconscionable 47:11
uncritical 41:18 43:6 44:6
under 10:4 14:13 15:11 16:1,5,11 40:24 41:8 42:7 51:7 51:16 53:6 57:6 57:8 60:1 82:8 82:24 86:23 90:8 98:6 101:2 101:5,6,7,7,14

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

101:16 102:1,11 103:2,24 105:11 108:20 111:10 116:5 118:10,23 127:6
underlying 95:11
understand 46:14 56:6 73:13,17 74:11 77:24 78:3,11 86:16 88:9 89:10,17,18 96:18 103:15 131:3,21,25
understanding 9:18 49:13 87:10
understands 62:8
understood 124:3,3
unfair 37:20
union 79:14 89:21 98:1
united 18:16 80:20 104:23
university 20:14
unreasonable 102:11
unwise 104:16
upset 38:4
urgency 111:19
use 15:3 67:19 78:8
used 55:18 78:19
usually 6:19

v

v 4:3 8:23 12:20 15:18 51:8,10 51:17 53:13 93:10 108:12 109:9 110:9,10 110:12 118:20 119:16,24
vacation 10:23
valuable 71:4,6
value 48:20 49:1 49:9 71:17,25 72:7,12,17,21 72:24 73:6,8 86:13,18 95:5 104:21 122:19 126:4
valued 72:25
variable 118:25 118:25
variables 123:19
variations 79:15
variety 79:15
veracity 42:3
verbatim 59:21
verbiage 91:11
verification 59:13
verified 41:4,15 42:2 43:5 44:5 94:16,24 95:13 95:13
verify 5:17
veritext 7:5,6
version 59:17
versions 30:12
versus 92:15 96:15
vibes 106:7,7
vice 20:22 64:1
view 39:20
views 103:4 104:15 120:4 122:13
violated 93:13
violation 9:19 12:16,16 41:24 44:12 92:18 93:5 94:14 95:9 95:10 96:10
violations 112:15,16
violence 39:6
virtual 108:9
virus 111:22
visible 11:4
void 93:15
voluntarily 8:2
voluntary 7:18 7:21
volusia 18:2,3,5
vote 27:9,19 109:17
voter 23:9 26:12 27:6,12 28:6
voter's 3:18
vs 1:7

w

wait 36:1
waive 32:13
want 9:2 12:14 31:24 52:8 70:17 75:6 89:11 96:8 98:5 101:3 106:15 107:10 110:11 111:12 113:1 117:24 127:19 129:1 132:9 134:8
wanted 5:16 41:23 43:10 44:11 62:15 103:12 114:20
wants 32:4 43:16
ware 51:9
warning 36:6 37:10,25
waste 43:19
way 15:6 26:14 27:3 36:11 43:13,20 45:12

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

46:2,25 61:3 75:17 90:18 94:10 100:12 125:16 129:7
ways 90:15
we've 96:3 119:2
website 3:22 34:21 49:2,10 55:16 59:16
wee 115:16
went 57:15 102:24 112:8 130:10
west 1:13 56:25
whatsoever 61:21 80:4 100:7,13 121:8
wherefore 132:20
wife 22:1,11,15 22:15,21
wife's 17:11
willing 73:1
wise 104:14
wish 31:21 32:1 105:14,16 132:6
wished 120:5 122:15
wishes 124:16
witness 3:2,7 9:15 10:6 12:11 12:24 13:15,25 14:6,15 15:12 15:18 16:2,4,10 24:24 25:11 30:20 32:6,22 33:21 36:18 44:2,16,20 45:23 47:4 50:3 50:5,16 52:21 53:7,11,13 55:20 58:3,5,19 61:9,11 62:14 62:20 77:16 84:6 85:15 86:6 87:8 89:7 92:2,4
witnesses 31:20 50:7,12,13 92:6
word 57:12 123:21
words 42:20 107:21 108:3,6 116:17 119:12
work 54:20 73:23 74:3,14 74:18 75:10,10 125:1 133:25
workers 74:17
working 69:3,17 76:25 134:10
worried 112:1
worth 44:23 45:7 71:10
write 44:6
written 10:8,13 10:16,18 79:16
wrong 128:19
wrote 83:24 84:1 85:1,20 86:21

x

x 3:1,15

y

y 53:14
yeah 26:13 28:23 32:11 42:5 56:13 61:1 77:22 96:6 113:20 132:25
years 17:25 18:10 21:14,18 25:23 27:14,18 35:6 54:19,23 61:25 63:5 99:20 129:14
yesterday 11:1 12:4,13 30:14 31:1 98:14 104:24
yup 82:10

z

zero 79:22 99:7
zoom 6:4 9:17 9:20 12:11 16:25 23:1 31:7

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS